



**AGENDA**  
**CITY COUNCIL MEETING**  
**7651 E. Central Park Ave, Bel Aire, KS**  
**January 21, 2025 7:00 PM**



**I. CALL TO ORDER:** Council President Greg Davied

**II. ROLL CALL**

Greg Davied \_\_\_\_\_ Tyler Dehn \_\_\_\_\_ Emily Hamburg \_\_\_\_\_  
Tom Schmitz \_\_\_\_\_ John Welch \_\_\_\_\_

**III. OPENING PRAYER:** Father Terry Hedrick

**IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG**

**V. DETERMINE AGENDA ADDITIONS**

**VI. CONSENT AGENDA**

**A.** Approval of Minutes of the January 7, 2025 City Council meeting.

**B.** Approve the Mayor's reappointment of Hildegard Yops to the Bel Aire Tree Board, term effective March 1, 2025 to March 1, 2027.

**C.** Confirm the Mayor's appointment of Brian Stuart to the Planning Commission, term effective from 2/1/2025 to 2/1/2028.

**D.** Accept and file the Bel Aire Land Bank 2024 Ending Sales and Financial Report.

**E.** Accept \$2,672,597 into the General Fund, for further transfer to special projects account, paid from the City of Bel Aire Land Bank in reimbursement to the City for special assessments and debt pay off on Land Bank property.

**Action:** Motion to (approve / table / deny) the Consent Agenda as (listed / amended) and authorize the Mayor to sign.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE**

**A.** Consideration of Appropriations Ordinance No. 25-01 in the amount of \$611,503.07.

**Action:** Motion to (approve / deny / table) Appropriations Ordinance No. 25-01.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

## **VIII. CITY REQUESTED APPEARANCES**

**IX. CITIZEN CONCERNS:** *If you wish to speak, please fill out a "Request to Speak" card at the podium and give it to the City Clerk before the meeting begins. When you are called on by the Mayor, please go to the podium, speak into the microphone, and state your name and address before giving your comments. Please limit your comments to 3 minutes in the interest of time. If more time is needed, you may request an extension from the Mayor.*

## **X. REPORTS**

- A. Council Member Reports**
- B. Mayor's Report**
- C. City Attorney Report**
- D. City Manager Report**

## **XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS**

### **A. Consideration Of A \$15,000 Funding Agreement With The Bel Aire Chamber Of Commerce For 2025.**

**Action:** Motion to (approve / deny / table) the 2025 Funding Agreement with the Bel Aire Chamber of Commerce (as presented / as amended), and authorize the Mayor to sign.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

### **B. Consideration Of A Funding Agreement For The Bel Aire Senior Center.**

**Action:** Motion to (approve / deny / table) a Funding Agreement between Sedgwick County and the City of Bel Aire, for the Bel Aire Senior Center, and authorize the Mayor to sign.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

### **C. ZON-24-02 Consideration of An Ordinance Approving The Recommendation Of The Bel Aire Planning Commission Recommending a zone change request in the City from C-1 Neighborhood Commercial, Office and Retail, to R-5 Garden and Patio Homes, Townhouses and Condominiums Uses (Skyview at Webb Addition,) generally located at ¼ mile South of East 53<sup>rd</sup> Street North and North Webb Road, on the West side.**

**Action:** Please choose one of the following (3) options, in accordance with K.S.A. 12-756(b).

1. Motion to approve the findings of fact and recommendation of the Planning Commission for ZON-24-02, Adopt the Ordinance as Presented, and authorize the Mayor to sign. (simple majority, 4 votes required)

2. Motion to override the findings of fact and recommendation of the Planning Commission for ZON-24-02, Adopt alternate findings, disapprove the zone change request and Ordinance. (2/3 majority, 4 votes required)

3. Motion to return the findings of fact and recommendation of the Planning Commission for ZON-24-02 to the Planning Commission for further consideration, with a statement specifying the basis for failure to approve or disapprove, the statement is; \_\_\_\_\_. (simple majority, 4 votes required)

Motion \_\_\_\_\_ Second \_\_\_\_\_ Roll Call Vote:

Greg Davied \_\_\_\_\_ Tyler Dehn \_\_\_\_\_ Emily Hamburg \_\_\_\_\_

Tom Schmitz \_\_\_\_\_ John Welch \_\_\_\_\_ Mayor Jim Benage \_\_\_\_\_

**D. Consideration of A Resolution Of The Governing Body Of The City Of Bel Aire, Kansas Authorizing The Redemption And Payment Of Its Taxable Industrial Revenue Bonds, Series 2024, (Bayside Development Project) And The Sale And Conveyance Of Certain Property To Bayside Development, LLC.**

**Action:** Motion to (adopt / deny / table) A Resolution Of The Governing Body Of The City Of Bel Aire, Kansas Authorizing The Redemption And Payment Of Its Taxable Industrial Revenue Bonds, Series 2024, (Bayside Development Project) And The Sale And Conveyance Of Certain Property To Bayside Development, LLC and authorize the Mayor to sign.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**XII. EXECUTIVE SESSION**

**Action:** Motion to recess into executive session to discuss confidential financial data. The discussion will be pursuant to K.S.A. 75- 4319 (b)(4) to discuss data relating to financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorships. Invite the City Manager and City Attorney. The meeting will be for a period of (\_\_\_\_\_) minutes, and the open meeting will resume in City Council Chambers at (\_\_\_\_\_) p.m.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**XIII. DISCUSSION AND FUTURE ISSUES**

**XIV. ADJOURNMENT**

**Action:** Motion to adjourn.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

*Additional Attachments:*

**A.** December 2024 Recreation Activities

B. 2024 Rec, Pool, & Senior Participation

C. Manager's Report - January 21, 2025

**Notice**

*It is possible that sometime between 6:30 and 7:00 PM immediately prior to this meeting, during breaks, and directly after the meeting, a majority of the Governing Body may be present in the Council Chambers or the lobby of City Hall. No one is excluded from these areas during these times. Video of this meeting can be streamed at [www.belaireks.gov](http://www.belaireks.gov) and on YouTube. Please make sure all cell phones and other electronics are turned off and put away.*



**MINUTES**  
**CITY COUNCIL MEETING**  
 7651 E. Central Park Ave, Bel Aire, KS  
 January 07, 2025 7:00 PM



**I. CALL TO ORDER:** Mayor Jim Benage called the meeting to order at 7:00 p.m.

**II. ROLL CALL**

Councilmembers Tyler Dehn, Emily Hamburg, Tom Schmitz, and John Welch were present. Councilmember Greg Davied was absent. Also present were City Manager Ted Henry, City Attorney Maria Schrock, City Engineer Anne Stephens, Community Development Director Paula Downs, City Clerk Melissa Krehbiel, Bond Counsel Kevin Cowan of Gilmore and Bell, PA and Kurt Jurgensen of Professional Engineering Consultants, and Matthew Hamm of Schaefer Architects.

**III. OPENING PRAYER:** Mark Posson provided the opening prayer.

**IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG**

Mayor Benage led the pledge of allegiance.

**V. PROCLAMATION**

**A. Martin Luther King Jr Day - January 20, 2025**

Mayor Benage read and signed the proclamation.

**VI. DETERMINE AGENDA ADDITIONS:** There were no additions.

**VII. CONSENT AGENDA**

**A. Approval of Minutes of the December 17, 2024 City Council meeting.**

**MOTION:** Councilmember Welch moved to approve the Consent Agenda as listed and authorize the Mayor to sign. Councilmember Schmitz seconded the motion. ***Motion carried 4-0.***

**VIII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE**

**A. Consideration of Appropriations Ordinance No. 24-24 in the amount of \$1,175,502.54.**

**MOTION:** Councilmember Dehn moved to approve Appropriations Ordinance No. 24-24. Councilmember Hamburg seconded the motion. ***Motion carried 4-0.***

## **IX. CITY REQUESTED APPEARANCES**

### **A. Aaron Maxwell - Bel Aire Chamber of Commerce**

Mr. Maxwell gave a brief end-of-year report for 2024.

## **X. CITIZEN CONCERNS:** No one spoke.

## **XI. REPORTS**

### **A. Council Member Reports**

Councilmember Hamburg gave a brief report on the Dec 19th meeting of the Chisholm Creek Utility Authority (CCUA).

Councilmember Dehn thanked Public Works staff for clearing roads.

### **B. Mayor's Report**

Mayor Benage briefly reported on the latest meetings of CCUA and the Wichita Regional Economic Area Partnership (REAP). Regarding upcoming meetings, the Sedgwick County Association of Cities (SCAC) will meet on January 11<sup>th</sup> and the K-254 Corridor Development Association will meet on January 17<sup>th</sup>.

Mayor Benage gave his annual report for 2024. Among the highlights were the appointment of Ted Henry to City Manager following Ty Lasher's retirement, paving Cozy Drive and 53<sup>rd</sup> Street, a new cost of service agreement with CCUA, implementation of the sewer pre-treatment ordinance, the appointment of Tom Schmitz to fill the seat of long-time councilmember Justin Smith, implementation of a new ERP software system, contracting with Sedgwick County for commercial building inspections, and ongoing work in 12 different developments.

### **C. City Attorney Report**

City Attorney Maria Schrock gave a brief regarding camping on public property. She anticipates this will be a topic at the next City Council workshop.

### **D. City Manager Report**

City Manager Ted Henry reported on snow removal procedures.

**XII. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS**

**A. Consideration of A Resolution Authorizing And Providing For The Construction And Equipping Of A New Public Works Facility Building In The City Of Bel Aire, Kansas; And Providing For The Payment Of The Costs Thereof.**

**MOTION:** Councilmember Welch moved to adopt A Resolution Authorizing And Providing For The Construction And Equipping Of A New Public Works Facility Building In The City Of Bel Aire, Kansas; And Providing For The Payment Of The Costs Thereof and authorize the Mayor to sign. Councilmember Dehn seconded the motion. *Motion carried 4-0.*

**B. Consideration of selecting a bid for Construction of the new Public Works Facility. Four bids were received:**

	<u>Commerce</u>	<u>Crossland</u>	<u>Eby</u>	<u>Icon</u>
Base Bid	\$4,977,500	\$4,853,000	\$5,180,000	\$5,055,000
<i>Calendar Days</i>	<i>330</i>	<i>220</i>	<i>290</i>	<i>365</i>
Alternate #1 (Vehicle Storage)	\$543,000	\$435,000	\$416,400	\$460,000
Alternate #2 (Material Storage)	\$398,000	\$360,000	\$329,400	\$348,000
Alternate #3 (Concrete Blocks)	(\$18,500)	(\$48,000)	(\$40,000)	(\$39,000)
Alternate #4 (Metal Panel 2)	\$190,000	\$178,000	\$97,300	\$180,000
Alternate #5 (Metal Panel 1)	\$217,000	\$205,000	\$125,700	\$207,000

**MOTION:** Councilmember Welch moved to accept the base bid from Crossland Construction in the amount of \$4,853,000 and Alternate #1 in the amount of \$435,000, and Alternate #2 in the amount of \$360,000. Councilmember Hamburg seconded the motion. *Motion carried 4-0.*

**C. Consideration of Work Order No 24-11 from Professional Engineering Consultants for 2025 Street Preservation Projects Engineering Services.**

**MOTION:** Councilmember Dehn moved to accept Work Order 24-11 from PEC in the amount of \$125,000.00 for the design, bidding and construction observation and administration services for the 2025 Street Preservation Program Projects and authorize the Mayor to sign. Councilmember Schmitz seconded the motion. *Motion carried 4-0.*

**D. Consideration of approving reimbursement to Dondlinger Construction for waterline replacement in Aurora Park in the amount of \$15,442.00.**

**MOTION:** Councilmember Dehn moved to approve reimbursement to Dondlinger Construction for waterline replacement in Aurora Park in the amount of \$15,442.00 and authorize the Mayor to sign. Councilmember Hamburg seconded the motion. *Motion carried 4-0.*

**E. Consideration of An Ordinance Concerning The Amendment Of Chapter 18, Of The City Code Of Bel Aire, Kansas, In Connection With The Zoning Map, All Within The City Of Bel Aire, Sedgwick County, Kansas.**

**MOTION:** Councilmember Schmitz moved to approve An Ordinance Concerning The Amendment Of Chapter 18, Of The City Code Of Bel Aire, Kansas, In Connection With The Zoning Map, All Within The City Of Bel Aire, Sedgwick County, Kansas and authorize the Mayor to sign. Councilmember Welch seconded the motion.

Roll Call Vote:

Jim Benage - Aye	Greg Davied – [Absent]	Tyler Dehn - Aye
Emily Hamburg - Aye	Tom Schmitz - Aye	John Welch - Aye

***Motion carried 5-0.***

**F. PUD-24-02 Consideration of An Ordinance Approving The Recommendation Of The Bel Aire Planning Commission Recommending a zone change request in the City, from R-4 to R-5 and R-6, in a Preliminary PUD for Spring Pines (formerly called “Homestead at Spring PUD”), generally located at North and east of East 53<sup>rd</sup> Street North and North Oliver.**

Mayor Benage announced agenda item XII.F. Before proceeding with the hearing, Mayor Benage asked if anyone on the Council intended to disqualify themselves from participating in this case because they have a conflict of interest. No one was disqualified. Mayor Benage asked if anyone on the Council had received any ex-parte verbal or written communications prior to this agenda item. No one reported ex-parte communication. The City Clerk confirmed that she has not received any protest petitions regarding this case. All Councilmembers confirmed that they had reviewed the minutes of the November Planning Commission meeting, when the public hearing for this case was held.

Community Development Director Paula Downs then stood for questions from the Council and provided a brief presentation, referencing the staff report provided in the Council’s information packet for the January 7<sup>th</sup> meeting.

The City Clerk confirmed that no written communication had been received regarding this case. Mayor Benage invited public comments. No one spoke. The applicant was not present.

**MOTION:** Councilmember Welch moved to approve the findings of fact and recommendation of the Planning Commission for PUD-24-02, Adopt the Ordinance as Presented, and authorize the Mayor to sign. Councilmember Dehn seconded the motion.

Roll Call Vote:

Greg Davied – [Absent]	Tyler Dehn - Aye	Emily Hamburg - Aye
Tom Schmitz - Aye	John Welch - Aye	Jim Benage - Aye

***Motion carried 5-0.***

**G. Consideration of the dedication of streets and other public ways, service and utility easements and land dedicated for public use as shown on the Final Plat of Spring Pines Subdivision (SD-24-03).**

Councilmembers noted that Development Agreement had not been drafted for this development.

**MOTION:** Councilmember Welch moved to table the dedications within the Final Plat for Spring Pines Subdivision. Councilmember Schmitz seconded the motion. ***Motion carried 4-0.***

**MOTION FOR RECESS:** Councilmember Welch moved to take a 7-minute recess. Councilmember Dehn seconded the motion. ***Motion carried 4-0.***

**H. PUD-24-04 Consideration of An Ordinance Approving The Recommendation Of The Bel Aire Planning Commission Recommending a zone change request in the City for a Proposed Final PUD containing approved duplexes to be converted townhouses with zero interior lot lines on a reduced lot size in a R-4 zoning district as built (Chapel Landing Phase 2,) generally located at East 53rd Street North and Pinecrest Street. (A protest petition was not filed with the Bel Aire City Clerk within 14 days, after conclusion of the public hearing on 12/12/24.)**

Mayor Benage announced agenda item XII.H. Before proceeding with the hearing, Mayor Benage asked if anyone on the Council intended to disqualify themselves from participating in this case because they have a conflict of interest. No one was disqualified. Mayor Benage asked if anyone on the Council had received any ex-parte verbal or written communications prior to this agenda item, which they would like to share. Mayor Benage shared that when he contacted the Chairman of the Planning Commission regarding an appointment to the Commission, the Chairman had mentioned this case. According to Mayor Benage, the Chairman said he was trying to pattern this similar to another case like this in his discussions. That was the only ex-parte communication the Mayor had.

The City Clerk confirmed that she had not received any protest petitions on this case. Everyone on the Council then confirmed that they had received the Unapproved Minutes of the Planning Commission for December 12, 2024, which summarizes the public hearing for this case.

Mayor Benage then called upon City Staff to provide a report on the case. Paula Downs, Community Development Director, stood for questions from the Council and presented the staff recommendation, referring to the staff report provided in the Council's information packet for this meeting. Ms. Downs recommended that City Council return the case to the Planning Commission so that City staff could work with the applicant to revise the PUD agreement. Ms. Downs explained that in preparation for tonight's meeting, City staff reevaluated the case with assistance from Professional Engineering Consultants (PEC). However, the Planning Commission did not have access to this new, in-depth analysis at the time of their meeting on December 12<sup>th</sup>. Further, staff does not recommend requiring the supplementary documentation from the applicant that was referenced in the Planning Commission's recommendation. Staff does not recommend the supplementary documentation, because that is outside of the City's zoning and subdivision regulations. Also, Ms. Downs noted that returning the case to the Planning Commission would allow for the Commission to provide a more detailed analysis of Golden Factors as they relate to this case, specifically Golden Factors #4 and #6 listed in the staff report.

Following the staff report, the City Clerk confirmed that she had not received any written communication regarding this case. Mayor Benage then invited the applicant to speak on the case.

Jay Cook, Baughman Company, spoke on behalf of the applicant and stood for questions from the Council. Mr. Cook noted that it was unusual for staff to provide a different recommendation than Planning Commission. Mr. Cook stated that the client was unaware that the process for lot splits is different in Bel Aire than it is in Wichita. Immediately after his client was made aware of the zoning problem created by the lot splits, he contacted Baughman to fix the problem. The representative for the applicant then met with staff and the applicant has done everything that staff has asked as far as getting the PUD drawn up.

He stated that minimum lot sizes and widths were not mentioned by the Planning Commission. Mr. Cook stated the applicant would be willing to accept one condition of the Planning Commission's recommendation regarding street trees. The applicant is not willing to accept the other conditions regarding supplementary documentation. Mayor Benage then invited public comments. No one spoke.

The Council then deliberated. Councilmembers asked further questions of Mr. Cook and City staff during their deliberation. Councilmembers discussed concerns of the applicant, concerns of city staff, the applicant's suggestion to update the platter's text, the applicant's concerns about changes in Golden Factors listed in staff reports, and concerns that the new case analysis from PEC was not available to the Planning Commission on December 12<sup>th</sup>.

**MOTION:** Councilmember Welch moved to return the findings of fact and recommendation of the Planning Commission for PUD-24-04 to the Planning Commission for further consideration, with a statement specifying the basis for failure to approve or disapprove, the statement is: It needs further discussion with City staff, need to review the Golden Factors and make sure all parties agree to what's listed, and address individual lot requirements such as trees and sizing. Councilmember Schmitz seconded the motion.

Roll Call Vote:

Greg Davied – [Absent]

Tyler Dehn - Aye

Emily Hamburg - Aye

Tom Schmitz - Aye

John Welch - Aye

Jim Benage - Aye

**Motion carried 5-0.**

### **XIII. EXECUTIVE SESSION**

#### **A. City Attorney's performance review**

**MOTION:** Councilmember Welch moved to recess into executive session to discuss the City Attorney's performance review. The discussion will be pursuant to K.S.A. 75-4319 (b)(1) to discuss personnel matters of non-elected personnel. The meeting will be for a period of 15 minutes minutes, and the open meeting will resume in City Council Chambers at 10:20 p.m. Councilmember Dehn seconded the motion. **Motion carried 4-0.**

The Council then recessed for executive session. At 10:21 p.m., Mayor Benage called the meeting to order in open session and stated that no binding action had been taken.

#### **XIV. DISCUSSION AND FUTURE ISSUES**

##### **A. City Council Workshop - January 14th at 7:00 p.m.?**

##### **B. Sedgwick County Shared Roads Discussion**

City Manager Ted Henry briefly discussed the proposed agenda for the workshop which will be held at 7:00 p.m. on January 14<sup>th</sup>.

Mayor Benage reported he met with County representatives regarding shared roads agreements. The Council briefly discussed the possibility of shared roads agreements. No action was taken.

#### **XV. ADJOURNMENT**

**MOTION:** Councilmember Welch moved to adjourn. Councilmember Dehn seconded the motion. *Motion carried 4-0.*

*City of Bel Aire, Kansas*

## **LAND BANK ANNUAL REPORT**

DATE: January 14, 2025

TO: Land Bank

FROM: Finance Director, City Attorney

RE: 2024 Land Bank Ending Sales

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### **SUMMARY:**

Included in your packet is a report showing receipts and disbursements from funds under Bel Aire Land Bank control and including all Land Bank property transactions occurring in 2024.

### **RECOMMENDATION:**

Land Bank recommend Governing Body accept and file the reports at their next meeting.



City of Bel Aire, KS

Section VI, Item D.

# Detail Report Account Detail

Date Range: 01/01/2024 - 12/31/2024

Account		Name				Beginning Balance	Total Activity	Ending Balance
Fund: 400 - Land Bank Fund								
<a href="#">400-400-400-4700</a>		INTEREST ON INVESTMENTS				0.00	-293,367.13	-293,367.13
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
02/29/2024	GLPKT00007	JN00147		Monthly Activity Conversion			-71,276.32	-71,276.32
05/31/2024	GLPKT00010	JN00219		Monthly Activity Conversion			-69,606.79	-140,883.11
07/17/2024	GLPKT00014	JN00277		MONTHLY ACTIVITY CONVERSION			0.00	-140,883.11
08/31/2024	BRPKT00011	KMIP90-LAND AUG KM..		90-LAND AUG KMIP INTEREST			-72,103.57	-212,986.68
08/31/2024	BRPKT00011	KMIPLAND OMIP AUG ...		LAND OMIP AUG INTEREST			-8,658.65	-221,645.33
09/30/2024	BRPKT00013	KMIPLAND OMIP SEP ...		LAND OMIP SEP INTEREST			-19,452.52	-241,097.85
10/31/2024	BRPKT00015	KMIPOCT KMIP LAND		OCT KMIP LAND			-18,266.75	-259,364.60
11/30/2024	BRPKT00018	KMIPNOV LAND OMIP...		NOV LAND OMIP KMIP INTEREST			-17,249.76	-276,614.36
12/31/2024	GLPKT00399	JN00432		December KMIP Interest - Land Fund			-16,752.77	-293,367.13
<a href="#">400-400-400-6700</a>		LAND BANK SPECIAL ASSESSMENTS				0.00	719.69	719.69
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
12/05/2024	APPKT00110	2024-CITY SPECIALS	72020	2024 CITY SPECIALS	0276 - SEDGWICK COUNTY TREASURER		719.69	719.69
Total Fund: 400 - Land Bank Fund:				Beginning Balance:	0.00	Total Activity:	-292,647.44	Ending Balance: -292,647.44
Grand Totals:				Beginning Balance:	0.00	Total Activity:	-292,647.44	Ending Balance: -292,647.44

Fund	Beginning Balance	Total Activity	Ending Balance
400 - Land Bank Fund	0.00	-292,647.44	-292,647.44
Grand Total:	0.00	-292,647.44	-292,647.44

(Published in *The Ark Valley News* on January 23, 2025)

### Public Notice

Pursuant to K.S.A. 12-5903(f), the City of Bel Aire Land Bank holds in its inventory the following parcels:

#### KANSAS WARRANTY DEED TO CITY OF BEL AIRE LAND BANK

KEY #	PIN #	LEGAL DESCRIPTION
PY - BA - 01304	600667	SE 5 FT LOT 5 BLOCK D CP 4TH
KE- BA - 02110	513575	LOT 3 BLOCK 2, KAPPELMANS BEL AIRE HEIGHTS 2ND ADD.
KE- BA - 02111	513576	LOT 1 BLOCK 2, KAPPELMANS BEL AIRE HEIGHTS 2ND ADD.
KE- BA - 02112	513577	LOT 2 BLOCK 2, KAPPELMANS BEL AIRE HEIGHTS 2ND ADD.
PY - BA - 00910	540929	W1/2 NE1/4 SEC 17-26-2E (FRONTAGE SOUTH OF K254 BETWEEN ROCK AND WEBB)
PY - BA - 00911	540930	E1/2 NW1/4 SEC 17-26-2E (FRONTAGE SOUTH OF K254 BETWEEN ROCK AND WEBB)
PY - BA - 9120002	30018352	W 1/2 NW 1/4 SEC 17-26-2E (FRONTAGE SOUTH OF K254 BETWEEN ROCK AND WEBB)
PY - BA - 01261	598564	RESERVE C TIERRA VERDE
PY - BA - 01262	598565	RESERVE D TIERRA VERDE
PY - BA - 01263	598566	RESERVE E TIERRA VERDE
PY - BA - 01264	598567	RESERVE F TIERRA VERDE
PY - BA - 01265	598568	RESERVE G TIERRA VERDE
PY - BA - 01266	598569	RESERVE H TIERRA VERDE
PY - BA - 01267	598570	RESERVE I TIERRA VERDE
PY - BA - 01268	598571	RESERVE J TIERRA VERDE

**STAFF REPORT**

DATE: 1/14/25

TO: City Council

FROM: Ted Henry, City Manager

SUB: Authorizing Land Bank Transfer

**SUMMARY**

In April 2023, the City of Bel Aire was awarded a BASE Grant to support improvements at Sunflower Commerce Park. Shortly after the grant application was submitted, Integra Technologies announced its planned expansion in Bel Aire. This project is contingent on Integra receiving a federal "CHIPS Act" grant aimed at reshoring the semiconductor supply chain to the United States. The status of the CHIPS Act grant and Integra's expansion remains uncertain.

Given this uncertainty and the timeline for utilizing BASE Grant funds, city staff determined that the use of our grant funding should be revised. The Kansas Department of Commerce approved the building of a new utilities and public works facility as the revised project. This facility will enhance the reliability and service capabilities of critical infrastructure, supporting the area and economic development within Sunflower Commerce Park. Key improvements include an equipment storage facility, additional administrative space, and upgraded cybersecurity measures.

With grant deadlines approaching, the city has taken key steps to ensure the project's progress. These steps include hiring an owner's representative and architect, completing architectural and engineering designs, and conducting a bidding process to secure contractors.

**DISCUSSION**

Current estimates are based on the following:

Construction	\$ 5,648,000
A&E (6.5%)	\$ 418,490
OR (4%)	\$ 257,532
Equipment	\$ 500,000
10% Contingency	\$ 564,800
<b>Total</b>	<b>\$ 7,388,822</b>
BASE	\$ 4,716,225
BASE (25% CITY MATCH)	\$ 1,572,075
	\$ 6,288,300
AMOUNT OVER MATCH	\$ 1,100,522
TOTAL CITY	\$ 2,672,597

The City of Bel Aire was awarded \$4,716,225 in grant proceeds, requiring a \$1,572,075 match from the City. This leaves an additional \$1,100,522 to be funded, bringing the total City contribution to \$2,672,597.

This project supports public utilities, economic development, and every citizen in Bel Aire. We have three primary reserves that address these areas: the Water, Sewer, and Land Funds. The largest reserve account to consider is the Land Fund, which has accumulated over \$6,000,000 from land sales and interest in recent years. The Water Reserve account is projected to end FY25 with \$1,873,153, and the Sewer Reserve account is projected to end FY25 with \$3,055,307.

Looking ahead, the City's water and sewer needs are expected to grow significantly over the next five years. On the water side, we are currently expanding our sewer treatment plant. On the water side, two significant risks are anticipated: the need for a future water tower and potential short-term impacts from water restrictions.

Timing is another critical factor. The grant funds of \$4,716,225 and the City's match of \$1,572,075 must be expended by July 1, 2025. While I am working with the Department of Commerce to request an extension, even with additional time, the timeline will remain tight. The remaining \$1,100,522 serves as a helpful buffer to complete the project without being tied to a strict deadline.

After a brief discussion at the January 7, 2025, City Council meeting, I recommend utilizing our Land Funds by transferring \$2,672,597 from the Land Bank to the General Fund, followed by a further transfer to the special projects account established for the Public Works Facility Project.

Since 2005, we have spent \$29.7 million in debt payments to purchase land for growth purposes. In 2016, we established the Land Bank Fund, allocating another \$2.7 million to cover special assessments related to land acquisitions.

Staff recommends approving the motion as presented.

(First published in The Ark Valley News on August 6, 2015.)

## ORDINANCE NO: 572

AN ORDINANCE CONCERNING THE ADOPTION OF CHAPTER 2, ARTICLE 10, OF THE MUNICIPAL CODE OF BEL AIRE, KANSAS, ESTABLISHING A LAND BANK IN CONFORMANCE WITH K.S.A. 12-5901 ET SEQ., WITHIN THE CITY OF BEL AIRE, KANSAS.

WHEREAS, Pursuant to K.S.A. 12-5901 et seq., the Governing Body may establish a city land bank by adoption of an ordinance, into which city land bank any property acquired by the city may be transferred; and

WHEREAS, Pursuant to K.S.A. 12-5907 the Board of such land bank may manage, maintain and protect or temporarily use for a public purpose such property in the manner the Board deems appropriate, and plan for and use the Board's best efforts to consummate the sale or other disposition of such property at such times and upon such terms and conditions deemed appropriate.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS:

SECTION 1: Chapter 2, Article 10 shall be adopted into the Municipal Code of the City of Bel Aire, Kansas, as follows:

**2.10.1. Purpose.** The purpose of creating the City of Bel Aire, Kansas, Land Bank is to implement the authority granted through K.S.A. 12-5901 et seq., to establish or dissolve a City Land Bank. The City Land Bank will be a quasi-governmental entity with all statutory authority, but with the primary responsibility and authority for maintaining and selling real property located within the City of Bel Aire to help achieve the City's goal of returning municipally owned property to private ownership, cost effectively maintain the property, conformance with the goals of the City's Comprehensive Plan, and the encouragement of economic development. The Land Bank is intended to assist in the elimination of barriers to returning properties to private ownership and productive use, and to help facilitate the strategic conveyance of property.

**2.10.2. Definitions.** As used in this Article:

- A. "City" means the City of Bel Aire, Kansas, unless otherwise specifically stated.
- B. "Board" means the Board of Trustees of the City Land Bank.
- C. "Bank" means the City of Bel Aire, Kansas, Land Bank.
- D. "Governing body" means the Governing Body of the City.

**2.10.3. Land Bank Board of Trustees; Appointment, Terms and Dissolution.**

A. There is hereby established a Land Bank Board of Trustees. The Board shall be composed of the entire membership of the Governing Body of the City, ex officio, who shall be the voting members, and one additional member appointed by the Mayor who shall be a non-voting member and who shall be a City staff member.

B. The term of office of each voting member of the Board of Trustees shall be coterminous with that member's term of office on the Governing Body of the City. The non-voting member of the Board of Trustees shall serve at the pleasure of the Mayor.

C. The Bank may be dissolved by ordinance of the Governing Body of the City. In such case, all property of the Bank shall be transferred to and held by the City and may be disposed of as otherwise provided by law.

**2.10.4. Land Bank Board of Trustees; Powers and Duties.**

A. To sue and be sued.

B. To enter into contracts.

C. To appoint and remove staff and provide for the compensation thereof.

D. To acquire, by purchase, gift or devise, and convey any real property, including easements and reversionary interests, and any personal property, subject to the provisions of this Ordinance and state law. Any property acquired by the City, Sedgwick County or any other city or taxing subdivision within Sedgwick County may be transferred to the Bank. The Board may accept or refuse to accept any property authorized to be transferred pursuant to this Ordinance or state law. The transfer of any property pursuant to this Subsection shall not be subject to any bidding requirements and shall be exempt from any provisions of law requiring a public sale.

E. The fee simple title to any real estate which is sold to Sedgwick County in accordance with the provisions of K.S.A. 79-2803 and 79-2804, and amendments thereto, and upon acceptance by the Board may be transferred to the Bank by a good and sufficient deed by the County Clerk upon a written order from the Board of County Commissioners.

F. To rebate all, or any portion thereof, the taxes on any property sold or conveyed by the Bank.

G. The Board shall assume possession and control of any property acquired by it under this Ordinance or state law and shall hold and administer such property. In the administration of property, the Board shall:

1. Manage, maintain and protect or temporarily use for a public purpose such property in the manner the Board deems appropriate;
2. Compile and maintain a written inventory of all such property. The inventory shall be available for public inspection and distribution at all times;
3. Study, analyze and evaluate potential, present and future uses for such property which would provide for the effective utilization of such property;
4. Plan for and use the Board's best efforts to consummate the sale or other disposition of such property at such times and upon such terms and conditions deemed appropriate;
5. Establish and maintain records and accounts reflecting all transactions, expenditures and revenues in relation to the Bank's activities, including separate itemizations of all transactions, expenditures and revenues concerning each individual parcel of property acquired; and
6. Thirty days prior to the sale of any property owned by the Bank, publish a notice in the official City newspaper announcing such sale. To encourage sales within a competitive commercial market, land to be sold must be identified in the notice, but the name of the purchasing party need not be publicly announced if such announcement is not required under KORA or KOMA.

H. To exercise any other power which may be delegated to the Bank by the Governing Body, by Ordinance, Resolution, or regular motion.

I. To exercise any other incidental power which is necessary to carry out the purposes of the Land Bank, this Article and state law.

J. The Board may establish separate neighborhood or City advisory committees consisting of persons living or owning property within the City, Sedgwick County or the neighborhood, and determine the boundaries of each neighborhood committee. In the absence of a Resolution by the Board providing otherwise, each advisory committee shall consist of not less than five and no more than nine persons, to be appointed by the Board for two-year overlapping terms. The Board shall consult with each advisory committee as needed to

review the operations and activities of the bank and to receive the advice of the members of the advisory committee concerning any matter which comes before the committees.

#### **2.10.5. Land Bank Board; Organization.**

A. The Board officers shall consist of: 1) a chairperson who shall be the Mayor, 2) a vice-chairperson who shall be the President of the Council, and 3) a treasurer who shall be the non-voting appointee. Each officer shall be appointed annually, but may serve in such office for less than one year as the term of office of the chairman and vice-chairperson shall be coterminous with that member's term as Mayor or President of the Council of the Governing Body of the City. The treasurer shall be removed from membership of the Land Bank if no longer serving as a member of City Staff. The treasurer shall be bonded in such amounts as the Governing Body may require.

B. The Board may appoint such officers, agents and employees as it may require for the performance of its duties, and shall determine the qualifications and duties and fix the compensation of such officers, agents and employees.

C. The Board shall fix the time and place at which its meetings shall be held. Meetings shall be held within the City and shall be subject to the Kansas Open Meeting Act, K.S.A. 754317 et seq., and amendments thereto.

D. A majority of the Board shall constitute a quorum for the transaction of business. No action of the Board shall be binding unless taken at a meeting at which at least a quorum is present.

E. The members of the Board shall be subject to the provisions of the laws of the State of Kansas which relate to conflicts of interest of county officers and employees, including, but not limited to, K.S.A. 75-4301 et seq., and amendments thereto.

F. Subject to the provisions of the Kansas Tort Claims Act, K.S.A. 75-6101 et seq., and amendments thereto, if any action at law or equity, or other legal proceeding, shall be brought against any member of the Board for any act or omission arising out of the performance of duties as a member of the Board, such member shall be indemnified in whole and held harmless by the Board for any judgment or decree entered against such member and, further, shall be defended at the cost and expense of the Bank in any such proceeding.

#### **2.10.6. Land Bank; Operational Requirements.**

The Land Bank shall be subject to the following requirements:

A. The Bank shall be subject to the provisions of the Cash Basis Law, K.S.A.10-1101 et seq., and amendments thereto.

B. The budget of the Bank shall be prepared, adopted and published as provided by law for other political subdivisions of the State of Kansas. No budget shall be adopted by the Board until it has been submitted to, reviewed and approved by the Governing Body. If the Governing Body elects not to ratify the budget, it must reject the plan in its entirety and remand it back to the Board with specific recommendations for reconsideration.

C. The Board shall keep accurate accounts of all receipts and disbursements. The receipts and disbursements of the Board shall be audited yearly by a certified or licensed public accountant and the report of the audit shall be included in and become part of the annual report of the Board.

D. All records and accounts shall be subject to public inspection pursuant to K.S.A. 45-216 et seq., and amendments thereto.

E. Any moneys of the Bank which are not immediately required for the purposes of the Bank, such requirements including but not limited to paying debt associated with the acquisition of such land, shall be invested in the manner prescribed by K.S.A. 12-1675, and amendments thereto.

F. The Bank shall make an annual report to the Governing Body on or before January 31 of each year, showing receipts and disbursements from all funds under its control and showing all property transactions occurring in each year. Such report shall include an inventory of all property held by the Bank. A copy of such inventory shall also be published in the official City newspaper on or before January 31 of each year.

G. The Bank shall be subject to the statutory requirements for the deposit of public money as provided in K.S.A. 9-1401 et seq., and amendments thereto.

H. The Board, without competitive bidding, may sell any property acquired by the Board at such times, to such persons, and upon such terms and conditions, and subject to such restrictions and covenants deemed necessary or appropriate to assure the property's effective utilization.

I. The sale of any real property by the Board, under the provisions of this ordinance or state law, on which there are delinquent special assessments to finance public improvements shall be conditioned upon the approval of the Governing Body.

J. The Board, for the purpose of land disposition, may consolidate, assemble or subdivide individual parcels of property acquired by the Bank.

K. Until sold or otherwise disposed of by the Bank, and except for special assessments levied by the City to finance public improvements, any property acquired by the Bank shall be exempt from the payment of ad valorem taxes levied by the State of Kansas and any other political or taxing subdivision of the state.

L. Except for special assessments levied by the City to finance public improvements, when the Board acquires property pursuant to this Ordinance and state law, the Sedgwick County Treasurer shall be notified by the Board to remove from the tax rolls all taxes, assessments, charges, penalties and interest that are due and payable on the property at the time of acquisition by the Board.

M. Property held by the Bank shall remain liable for special assessments levied by the City for public improvements, but no payment thereof shall be required until such property is sold or otherwise conveyed by the Bank. The Bank and the City may enter into any such Agreements regarding collection of special assessments which are lawful.

N. The Governing Body may abate part or all of any special assessments which it has levied on property acquired by the Bank, and the Bank and the Governing Body may enter into agreements related thereto. Any special assessments that are abated shall be removed from the tax rolls by the Sedgwick County Treasurer as of the effective date of the abatement.

O. The Governing Body which has levied special assessments on property acquired by the Bank may enter into an agreement with the Bank to defer or reamortize part or all of the special assessments. The Governing Body shall provide for such deferral or reamortization by passage of an ordinance. Any special assessments that are deferred or reamortized shall be corrected on the tax rolls by the county treasurer as of the effective date of the ordinance or resolution providing for such deferral or reamortization.

P. Any moneys derived from the sale of property by the Bank shall be retained by the Bank for the purposes and operations thereof; provided, however, that the Board may use all or part of the proceeds from such sale to reimburse the City for delinquent special assessments due on such property, or to pay off any debt associated with the acquisition of the property by either the City or the Bank.

**SECTION 2:** The provisions of this Ordinance shall take effect and be in force from and after the publication of the summary in the Ark Valley News, the official city newspaper.

Passed by the City Council this 4th day of August, 2015.

Approved by the Mayor this 4th day of August, 2015.



MAYOR David Austin

ATTEST:



CITY CLERK, Jamie Hayes

SEAL



City of Bel Aire, KS

Section VII, Item A.  
**APPROPRIATION**  
**By Vendor DBA**

Payment Dates 1/1/2025 - 1/14/2025

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
<b>Vendor DBA: 1633 -</b>					
REGIONAL ECONOMIC AREA ...	2025 REAP ASSESSMENT	01/14/2025	01/14/2025		2,171.00
<b>Vendor DBA 1633 - REGIONAL ECONOMIC AREA PARTNERSHIP/WORKFORCE ALLIANCE OF SOUTH-CENTRAL KS Total:</b>					<b>2,171.00</b>
<b>Vendor DBA: 1777 - WAMPO-WICHITA AREA METROPOLITAN PLANNING ORG</b>					
WAMPO-WICHITA AREA MET...	2025 MEMBERSHIP DUES	01/08/2025	01/14/2025		805.29
<b>Vendor DBA 1777 - WAMPO-WICHITA AREA METROPOLITAN PLANNING ORG Total:</b>					<b>805.29</b>
<b>Vendor DBA: 2892 -</b>					
AADAN ENGLERT	YOUTH SPORTS OFFICIAL	12/31/2024	01/14/2025		33.00
<b>Vendor DBA 2892 - AADAN ENGLERT Total:</b>					<b>33.00</b>
<b>Vendor DBA: 0178 -</b>					
AFLAC	EMPLOYEE MONTHLY PREMI...	12/17/2024	01/01/2025		498.95
AFLAC	EMPLOYEE MONTHLY PREMI...	12/17/2024	01/01/2025		138.08
<b>Vendor DBA 0178 - AFLAC Total:</b>					<b>637.03</b>
<b>Vendor DBA: 2122 -</b>					
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT...	12/31/2024	01/03/2025		19.50
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT...	12/31/2024	01/03/2025		11.70
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT...	12/31/2024	01/03/2025		23.40
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT...	12/31/2024	01/03/2025		23.40
<b>Vendor DBA 2122 - AIR CAPITOL EXTERMINATING Total:</b>					<b>78.00</b>
<b>Vendor DBA: 0055 - ARK VALLEY NEWS</b>					
ARK VALLEY NEWS	BREEZE AD	12/31/2024	01/14/2025		500.00
<b>Vendor DBA 0055 - ARK VALLEY NEWS Total:</b>					<b>500.00</b>
<b>Vendor DBA: 2896 -</b>					
AUDREY CLARK-WILLIAMS	WITNESS FEES	12/31/2024	01/03/2025		10.00
<b>Vendor DBA 2896 - AUDREY CLARK-WILLIAMS Total:</b>					<b>10.00</b>
<b>Vendor DBA: 2650 -</b>					
BURNS & MCDONNELL ENGIN...	ENGINEERING SERVICES	12/31/2024	01/14/2025		1,305.00
<b>Vendor DBA 2650 - BURNS &amp; MCDONNELL ENGINEERING Total:</b>					<b>1,305.00</b>
<b>Vendor DBA: 2889 -</b>					
CARMELO JONES	YOUTH SPORTS OFFICIAL	12/31/2024	01/14/2025		11.00
<b>Vendor DBA 2889 - CARMELO JONES Total:</b>					<b>11.00</b>
<b>Vendor DBA: 1132 - CDW GOVERNMENT</b>					
CDW GOVERNMENT	DOCKING STATION EQUIPME...	12/31/2024	01/14/2025		788.80
<b>Vendor DBA 1132 - CDW GOVERNMENT Total:</b>					<b>788.80</b>
<b>Vendor DBA: 2095 -</b>					
CENTRAL MECHANICAL WICHI...	HVAC MAINT/REPAIR-PD	12/19/2024	01/03/2025		157.50
CENTRAL MECHANICAL WICHI...	HVAC MAINT/REPAIR-PD	12/19/2024	01/03/2025		157.50
<b>Vendor DBA 2095 - CENTRAL MECHANICAL WICHITA,LLC Total:</b>					<b>315.00</b>
<b>Vendor DBA: 0028 -</b>					
CINTAS CORPORATION	PD MATS	12/31/2024	01/03/2025		137.02
CINTAS CORPORATION	PW UNIFORMS/TOWELS	01/08/2025	01/14/2025		81.43
CINTAS CORPORATION	PW UNIFORMS/TOWELS	01/08/2025	01/14/2025		40.98
CINTAS CORPORATION	PW UNIFORMS/TOWELS	01/08/2025	01/14/2025		163.40
CINTAS CORPORATION	PW UNIFORMS/TOWELS	01/08/2025	01/14/2025		83.99
CINTAS CORPORATION	PD MATS	01/08/2025	01/14/2025		137.02
<b>Vendor DBA 0028 - CINTAS CORPORATION Total:</b>					<b>643.84</b>
<b>Vendor DBA: 0244 -</b>					
CITY ATTORNEYS ASSN OF KS	2025 CITY ATT MEMBERSHIP ...	01/09/2025	01/14/2025		35.00
<b>Vendor DBA 0244 - CITY ATTORNEYS ASSN OF KS Total:</b>					<b>35.00</b>

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
<b>Vendor DBA: 0128 - CORNEJO MATERIALS,LLC</b>					
CORNEJO MATERIALS,LLC	762432R	12/31/2024	01/03/2025		679.50
<b>Vendor DBA 0128 - CORNEJO MATERIALS,LLC Total:</b>					<b>679.50</b>
<b>Vendor DBA: 0050 -</b>					
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC-WAT	01/09/2025	01/14/2025		154.95
<b>Vendor DBA 0050 - COX COMMUNICATIONS, INC Total:</b>					<b>154.95</b>
<b>Vendor DBA: 0032 -</b>					
DELTA DENTAL PLAN of KANS...	01/25 MONTHLY PREMIUM	01/01/2025	01/01/2025		2,119.65
DELTA DENTAL PLAN of KANS...	01/25 MONTHLY PREMIUM	01/01/2025	01/01/2025		273.00
DELTA DENTAL PLAN of KANS...	01/25 MONTHLY PREMIUM	01/01/2025	01/01/2025		451.95
<b>Vendor DBA 0032 - DELTA DENTAL PLAN of KANSAS Total:</b>					<b>2,844.60</b>
<b>Vendor DBA: 0214 -</b>					
DIGITAL OFFICE SYSTEMS	PD COPIER OVERAGE	12/31/2024	01/14/2025		22.91
<b>Vendor DBA 0214 - DIGITAL OFFICE SYSTEMS Total:</b>					<b>22.91</b>
<b>Vendor DBA: 0429 -</b>					
DONDLINGER & SONS CONST...	PARKWOOD WATER LN REPAIR	12/31/2024	01/14/2025		15,442.00
DONDLINGER & SONS CONST...	CHAPEL LANDING 5TH-WATER...	12/31/2024	01/14/2025	007-8880	4,455.90
DONDLINGER & SONS CONST...	CHAPEL LANDING 5TH-WATER...	12/31/2024	01/14/2025	007-8881	24,371.46
<b>Vendor DBA 0429 - DONDLINGER &amp; SONS CONSTRUCTION Total:</b>					<b>44,269.36</b>
<b>Vendor DBA: 2326 -</b>					
ECITY TRANSACTIONS, LLC	ONLINE PAYMENT SERVICE	12/31/2024	01/03/2025		90.00
ECITY TRANSACTIONS, LLC	ONLINE PAYMENT SERVICE	12/31/2024	01/03/2025		90.00
ECITY TRANSACTIONS, LLC	ONLINE PAYMENT SERVICE	12/31/2024	01/03/2025		90.00
ECITY TRANSACTIONS, LLC	ONLINE PAYMENT SERVICE	12/31/2024	01/03/2025		90.00
ECITY TRANSACTIONS, LLC	ONLINE PAYMENT SERVICE	12/31/2024	01/03/2025		90.00
<b>Vendor DBA 2326 - ECITY TRANSACTIONS, LLC Total:</b>					<b>450.00</b>
<b>Vendor DBA: 2415 -</b>					
EMPAC, INC	EMPLOYEE ASSIST PROGRAM...	01/08/2025	01/14/2025		365.70
<b>Vendor DBA 2415 - EMPAC, INC Total:</b>					<b>365.70</b>
<b>Vendor DBA: 1802 -</b>					
EMPOWER RETIREMENT 457	457 CITY MANAGER	01/02/2025	01/02/2025		500.00
EMPOWER RETIREMENT 457	457 EMP VOLUNTARY	01/02/2025	01/02/2025		562.00
<b>Vendor DBA 1802 - EMPOWER RETIREMENT 457 Total:</b>					<b>1,062.00</b>
<b>Vendor DBA: 0046 -</b>					
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	01/03/2025	01/03/2025		61.19
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	01/09/2025	01/03/2025		26.64
EVERGY KANSAS CENTRAL INC	QUAIL RIDGE FOUNTAIN	01/09/2025	01/03/2025		213.09
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	01/09/2025	01/03/2025		27.36
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	01/09/2025	01/03/2025		57.17
EVERGY KANSAS CENTRAL INC	LIFT STATION	01/09/2025	01/03/2025		886.80
EVERGY KANSAS CENTRAL INC	STORM SIREN	01/09/2025	01/03/2025		29.46
EVERGY KANSAS CENTRAL INC	CP FOUNTAIN # 1-NORTH	01/09/2025	01/03/2025		27.00
EVERGY KANSAS CENTRAL INC	LIFT STATION	01/09/2025	01/03/2025		26.55
EVERGY KANSAS CENTRAL INC	POOL	01/09/2025	01/03/2025		35.39
EVERGY KANSAS CENTRAL INC	MAINT SHOP	01/09/2025	01/03/2025		93.48
EVERGY KANSAS CENTRAL INC	MAINT SHOP	01/09/2025	01/03/2025		93.47
EVERGY KANSAS CENTRAL INC	MAINT SHOP	01/09/2025	01/03/2025		93.47
EVERGY KANSAS CENTRAL INC	MAINT SHOP	01/09/2025	01/03/2025		93.47
EVERGY KANSAS CENTRAL INC	PARKS	01/09/2025	01/03/2025		27.09
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	01/09/2025	01/03/2025		71.37
EVERGY KANSAS CENTRAL INC	LIFT STATION	01/09/2025	01/03/2025		58.10
EVERGY KANSAS CENTRAL INC	LIFT STATION	01/09/2025	01/03/2025		201.61
EVERGY KANSAS CENTRAL INC	REC	01/09/2025	01/03/2025		28.32
EVERGY KANSAS CENTRAL INC	REC	01/09/2025	01/03/2025		355.03
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	01/09/2025	01/03/2025		29.42
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	01/09/2025	01/03/2025		29.91
EVERGY KANSAS CENTRAL INC	LIFT STATION	01/09/2025	01/03/2025		325.75
EVERGY KANSAS CENTRAL INC	CITY HALL	01/09/2025	01/03/2025		1,303.68

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	01/09/2025	01/03/2025		33.11
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	01/09/2025	01/03/2025		89.06
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	01/09/2025	01/03/2025		60.91
EVERGY KANSAS CENTRAL INC	LIFT STATION	01/09/2025	01/03/2025		364.58
EVERGY KANSAS CENTRAL INC	SPRINKLER	01/09/2025	01/03/2025		26.61
EVERGY KANSAS CENTRAL INC	WATER TOWER	01/09/2025	01/03/2025		104.57
EVERGY KANSAS CENTRAL INC	CP FOUNTAIN #2-SOUTH	01/09/2025	01/03/2025		26.55
EVERGY KANSAS CENTRAL INC	WATER TOWER	01/09/2025	01/06/2025		80.50
Vendor DBA 0046 - EVERGY KANSAS CENTRAL INC Total:					4,980.71
Vendor DBA: 0118 -					
EWING	SUPPLIES	12/31/2024	01/14/2025		112.22
Vendor DBA 0118 - EWING Total:					112.22
Vendor DBA: 2654 -					
EXPERT AUTO CENTER	PD-MAINTENANCE/REPAIR	12/31/2024	01/03/2025		80.97
EXPERT AUTO CENTER	PD-MAINTENANCE/REPAIR	12/31/2024	01/03/2025		64.99
EXPERT AUTO CENTER	PD-MAINTENANCE/REPAIR	12/31/2024	01/14/2025		58.49
EXPERT AUTO CENTER	PD-MAINTENANCE/REPAIR	01/09/2025	01/14/2025		1,504.73
Vendor DBA 2654 - EXPERT AUTO CENTER Total:					1,709.18
Vendor DBA: 0587 - FEDEX EXPRESS					
FEDEX EXPRESS	WATER SAMPLES	12/31/2024	01/03/2025		58.68
Vendor DBA 0587 - FEDEX EXPRESS Total:					58.68
Vendor DBA: 0010 -					
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	01/02/2025	01/02/2025		11,902.24
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	01/02/2025	01/02/2025		266.42
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	01/02/2025	01/02/2025		912.02
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	01/02/2025	01/02/2025		1,360.76
FICA/FEDERAL W/H	FEDERAL W/H TAXES	01/02/2025	01/02/2025		7,554.60
FICA/FEDERAL W/H	FEDERAL W/H TAXES	01/02/2025	01/02/2025		124.08
FICA/FEDERAL W/H	FEDERAL W/H TAXES	01/02/2025	01/02/2025		376.03
FICA/FEDERAL W/H	FEDERAL W/H TAXES	01/02/2025	01/02/2025		862.48
FICA/FEDERAL W/H	MEDICARE/FICA	01/02/2025	01/02/2025		2,783.62
FICA/FEDERAL W/H	MEDICARE/FICA	01/02/2025	01/02/2025		62.30
FICA/FEDERAL W/H	MEDICARE/FICA	01/02/2025	01/02/2025		213.38
FICA/FEDERAL W/H	MEDICARE/FICA	01/02/2025	01/02/2025		318.14
Vendor DBA 0010 - FICA/FEDERAL W/H Total:					26,736.07
Vendor DBA: 2142 - FIRESTONE COMPLETE AUTO CA					
FIRESTONE COMPLETE AUTO ...	PD VEHICLE MAINT/REPAIR	12/31/2024	01/14/2025		400.00
Vendor DBA 2142 - FIRESTONE COMPLETE AUTO CA Total:					400.00
Vendor DBA: 2780 -					
FUTURE PRO INC	RECREATION EQUIPMENT	12/31/2024	01/14/2025		132.50
Vendor DBA 2780 - FUTURE PRO INC Total:					132.50
Vendor DBA: 0068 -					
GALLS, LLC	UNIFORMS	12/27/2024	01/03/2025		63.43
GALLS, LLC	UNIFORMS	12/27/2024	01/03/2025		74.54
GALLS, LLC	PD SUPPLIES	12/27/2024	01/03/2025		62.07
GALLS, LLC	UNIFORMS	12/27/2024	01/03/2025		16.81
GALLS, LLC	UNIFORMS	12/27/2024	01/03/2025		32.34
GALLS, LLC	PD SUPPLIES	12/27/2024	01/03/2025		60.00
GALLS, LLC	UNIFORMS	12/31/2024	01/14/2025		87.71
GALLS, LLC	UNIFORMS	12/31/2024	01/14/2025		87.71
GALLS, LLC	PD SUPPLIES	12/31/2024	01/14/2025		66.15
Vendor DBA 0068 - GALLS, LLC Total:					550.76
Vendor DBA: 2081 -					
GARVER	SAND ST CONVERSION COZY/...	12/31/2024	01/14/2025	009-8882	1,231.00
GARVER	SAND ST CONVERSION COZY/...	12/31/2024	01/14/2025	010-8882	219.00
GARVER	45TH OLIVER-WOODLAWN DI...	12/31/2024	01/03/2025	021-8832	19,876.80
GARVER	ARTHUR HEIGHTS ENGINEERI...	12/31/2024	01/03/2025	012-8860	1,577.56
GARVER	CHAPEL LANDING 5TH	12/31/2024	01/03/2025	007-8830	1,850.00

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GARVER	CHAPEL LANDING 5TH	12/31/2024	01/03/2025	007-8832	3,550.00
GARVER	CHAPEL LANDING 5TH	12/31/2024	01/03/2025	007-8860	20,252.25
GARVER	CHAPEL LANDING 5TH	12/31/2024	01/03/2025	007-8861	5,183.99
GARVER	SKYVIEW 2ND ADD PH 2	12/31/2024	01/03/2025	006-8830	1,165.00
GARVER	SKYVIEW 2ND ADD PH 2	12/31/2024	01/03/2025	006-8831	905.00
GARVER	SKYVIEW 2ND ADD PH 2	12/31/2024	01/03/2025	006-8832	14,815.20
GARVER	SKYVIEW 2ND ADD PH 2	12/31/2024	01/03/2025	006-8860	176.00
GARVER	SKYVIEW 2ND ADD PH 2	12/31/2024	01/03/2025	006-8861	1,651.50
GARVER	PROJECT	12/31/2024	01/03/2025	010-8882	990.56
GARVER	PROJECT	12/31/2024	01/03/2025	009-8882	109.50
GARVER	PROJECT	12/31/2024	01/03/2025		967.00
Vendor DBA 2081 - GARVER Total:					74,520.36

## Vendor DBA: 0568 -

GLOCK PROFESSIONAL INC	TRAINING/CONFERENCE	12/31/2024	01/14/2025		300.00
Vendor DBA 0568 - GLOCK PROFESSIONAL INC Total:					300.00

## Vendor DBA: 2599 - HALL'S CULLIGAN WATER

HALL'S CULLIGAN WATER	WATER SERVICE - PD	12/31/2024	01/03/2025		48.75
HALL'S CULLIGAN WATER	WATER SERVICE - PW	12/31/2024	01/03/2025		5.22
HALL'S CULLIGAN WATER	WATER SERVICE - PW	12/31/2024	01/03/2025		5.23
HALL'S CULLIGAN WATER	WATER SERVICE - PW	12/31/2024	01/03/2025		5.22
HALL'S CULLIGAN WATER	WATER SERVICE - PW	12/31/2024	01/03/2025		5.23
HALL'S CULLIGAN WATER	WATER SERVICE - PD	12/31/2024	01/14/2025		57.50
HALL'S CULLIGAN WATER	WATER SERVICE - PW	01/14/2025	01/14/2025		3.23
HALL'S CULLIGAN WATER	WATER SERVICE - PW	01/14/2025	01/14/2025		3.24
HALL'S CULLIGAN WATER	WATER SERVICE - PW	01/14/2025	01/14/2025		3.24
HALL'S CULLIGAN WATER	WATER SERVICE - PW	01/14/2025	01/14/2025		3.24
Vendor DBA 2599 - HALL'S CULLIGAN WATER Total:					140.10

## Vendor DBA: 2470 -

IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	12/31/2024	01/03/2025		40.00
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	12/31/2024	01/03/2025		20.00
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	12/31/2024	01/03/2025		20.00
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	12/31/2024	01/03/2025		60.01
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	12/31/2024	01/03/2025		40.00
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	12/31/2024	01/03/2025		20.00
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	12/31/2024	01/03/2025		40.00
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	12/31/2024	01/03/2025		180.02
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	12/31/2024	01/03/2025		31.69
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	12/31/2024	01/03/2025		109.72
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	12/31/2024	01/03/2025		27.43
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	12/31/2024	01/03/2025		23.74
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	12/31/2024	01/03/2025		50.01
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	12/31/2024	01/03/2025		50.01
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	12/31/2024	01/03/2025		14.25
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	12/31/2024	01/03/2025		48.49
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	12/31/2024	01/03/2025		68.51
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	01/09/2025	01/14/2025		43.82
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	01/09/2025	01/14/2025		21.91
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	01/09/2025	01/14/2025		21.91
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	01/09/2025	01/14/2025		65.73
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	01/09/2025	01/14/2025		43.82
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	01/09/2025	01/14/2025		21.91
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	01/09/2025	01/14/2025		43.81
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	01/09/2025	01/14/2025		197.18
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	01/09/2025	01/14/2025		31.75
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	01/09/2025	01/14/2025		109.81
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	01/09/2025	01/14/2025		27.45
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	01/09/2025	01/14/2025		23.76
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	01/09/2025	01/14/2025		54.78
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	01/09/2025	01/14/2025		14.26

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IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	01/09/2025	01/14/2025		50.42
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	01/09/2025	01/14/2025		72.33
Vendor DBA 2470 - IDEATEK TELECOM Total:					1,688.53
Vendor DBA: 2438 -					
IMA FINANCIAL GROUP, INC	HEALTH BENEFITS ADMIN-FEB...	01/08/2025	01/14/2025		833.00
Vendor DBA 2438 - IMA FINANCIAL GROUP, INC Total:					833.00
Vendor DBA: 2582 -					
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	12/31/2024	01/03/2025		261.58
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	12/31/2024	01/03/2025		261.56
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	12/31/2024	01/03/2025		261.56
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	12/31/2024	01/03/2025		261.38
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	12/31/2024	01/03/2025		261.56
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	12/31/2024	01/03/2025		261.38
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	12/31/2024	01/03/2025		261.38
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/08/2025	01/14/2025		1,158.93
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/08/2025	01/14/2025		1,158.93
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/08/2025	01/14/2025		1,158.93
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/08/2025	01/14/2025		1,158.12
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/08/2025	01/14/2025		1,158.93
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/08/2025	01/14/2025		1,158.12
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/08/2025	01/14/2025		1,158.12
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/08/2025	01/14/2025		261.58
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/08/2025	01/14/2025		261.56
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/08/2025	01/14/2025		261.56
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/08/2025	01/14/2025		261.38
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/08/2025	01/14/2025		261.56
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/08/2025	01/14/2025		261.38
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/08/2025	01/14/2025		261.38
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/08/2025	01/14/2025		261.38
Vendor DBA 2582 - IMAGINE IT INC Total:					11,770.88
Vendor DBA: 2715 -					
INFOSEND INC	UTILITY INSERTS	12/31/2024	01/14/2025		137.91
INFOSEND INC	UTILITY INSERTS	12/31/2024	01/14/2025		137.94
INFOSEND INC	UTILITY INSERTS	12/31/2024	01/14/2025		137.91
INFOSEND INC	LATE NOTICES	12/31/2024	01/14/2025		413.53
INFOSEND INC	LATE NOTICES/UTILITY BILLS	12/31/2024	01/14/2025		744.67
INFOSEND INC	UTILITY NOTICES POSTAGE/PR...	12/31/2024	01/14/2025		960.77
INFOSEND INC	LATE NOTICES/UTILITY BILLS	12/31/2024	01/14/2025		744.66
INFOSEND INC	UTILITY NOTICES POSTAGE/PR...	12/31/2024	01/14/2025		960.77
INFOSEND INC	LATE NOTICES	12/31/2024	01/14/2025		413.54
Vendor DBA 2715 - INFOSEND INC Total:					4,651.70
Vendor DBA: 2282 - INTERLINGUAL INTERPRETING					
INTERLINGUAL INTERPRETING	COURT INTERPRETER MONTH	01/08/2025	01/14/2025		141.45
Vendor DBA 2282 - INTERLINGUAL INTERPRETING Total:					141.45
Vendor DBA: 2099 -					
JAMES BENAGE	NOV-DEC' 24 MILEAGE/MEAL ...	12/31/2024	01/14/2025		298.52
Vendor DBA 2099 - JAMES BENAGE Total:					298.52
Vendor DBA: 2786 -					
JAY C HINKEL, ATTORNEY AT L...	LEGAL SERVICES	12/31/2024	01/14/2025		198.00
JAY C HINKEL, ATTORNEY AT L...	LEGAL SERVICES	12/31/2024	01/14/2025		66.00
JAY C HINKEL, ATTORNEY AT L...	LEGAL SERVICES	12/31/2024	01/14/2025		2,027.85
JAY C HINKEL, ATTORNEY AT L...	LEGAL SERVICES	12/31/2024	01/14/2025		66.00
JAY C HINKEL, ATTORNEY AT L...	LEGAL SERVICES	12/31/2024	01/14/2025		876.15
JAY C HINKEL, ATTORNEY AT L...	LEGAL SERVICES	12/31/2024	01/14/2025		841.50
JAY C HINKEL, ATTORNEY AT L...	LEGAL SERVICES	12/31/2024	01/14/2025		669.90
Vendor DBA 2786 - JAY C HINKEL, ATTORNEY AT LAW Total:					4,745.40
Vendor DBA: 0196 -					
K P E R S	KP&F	01/02/2025	01/02/2025		11,792.30
K P E R S	KPERS 1	01/02/2025	01/02/2025		1,011.31

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
K P E R S	KPERS 1	01/02/2025	01/02/2025		385.95
K P E R S	KPERS 1	01/02/2025	01/02/2025		389.56
K P E R S	KPERS 2	01/02/2025	01/02/2025		1,975.10
K P E R S	KPERS 2	01/02/2025	01/02/2025		312.78
K P E R S	KPERS 3	01/02/2025	01/02/2025		6,885.80
K P E R S	KPERS 3	01/02/2025	01/02/2025		946.85
K P E R S	KPERS 3	01/02/2025	01/02/2025		1,508.48
Vendor DBA 0196 - K P E R S Total:					25,208.13
Vendor DBA: 0197 -					
KANSAS DEPT OF REVENUE	KS STATE W/H	01/02/2025	01/02/2025		4,476.10
KANSAS DEPT OF REVENUE	KS STATE W/H	01/02/2025	01/02/2025		76.93
KANSAS DEPT OF REVENUE	KS STATE W/H	01/02/2025	01/02/2025		324.28
KANSAS DEPT OF REVENUE	KS STATE W/H	01/02/2025	01/02/2025		510.15
Vendor DBA 0197 - KANSAS DEPT OF REVENUE Total:					5,387.46
Vendor DBA: 1581 -					
KANSAS MUNICIPAL UTILITIES	2025 KMU MEMBERSHIP DUES	01/08/2025	01/14/2025		854.00
KANSAS MUNICIPAL UTILITIES	2025 KMU MEMBERSHIP DUES	01/08/2025	01/14/2025		854.00
Vendor DBA 1581 - KANSAS MUNICIPAL UTILITIES Total:					1,708.00
Vendor DBA: 0075 -					
KANSAS ONE-CALL SYSTEM, I...	LOCATE FEES:220 FOR 12/24	12/31/2024	01/14/2025		132.00
KANSAS ONE-CALL SYSTEM, I...	LOCATE FEES:220 FOR 12/24	12/31/2024	01/14/2025		132.00
Vendor DBA 0075 - KANSAS ONE-CALL SYSTEM, INC. Total:					264.00
Vendor DBA: 0169 -					
KANSAS STATE TREASURER	BOND PAYMENT	12/31/2024	01/14/2025	022-6028	5,430.00
KANSAS STATE TREASURER	BOND PAYMENT	12/31/2024	01/14/2025	023-6028	630.00
Vendor DBA 0169 - KANSAS STATE TREASURER Total:					6,060.00
Vendor DBA: 0123 -					
KS ASSOC FOR COURT MANA...	MEMBERSHIP RENEWAL	01/08/2025	01/14/2025		50.00
Vendor DBA 0123 - KS ASSOC FOR COURT MANAGEMENT-KACM Total:					50.00
Vendor DBA: 0179 -					
LEAGUE OF KS MUNICIPALITIES	2025 CITY MEMBERSHIP DUES	01/08/2025	01/14/2025		5,541.31
Vendor DBA 0179 - LEAGUE OF KS MUNICIPALITIES Total:					5,541.31
Vendor DBA: 2687 -					
LEASE FINANCE PARTNERS	36822QT: 12/24 PD COPIER	12/31/2024	01/03/2025		141.63
Vendor DBA 2687 - LEASE FINANCE PARTNERS Total:					141.63
Vendor DBA: 1029 -					
MCCULLOUGH EXCAVATION, ...	ARTHUR HEIGHTS ESTATES W...	12/31/2024	01/14/2025	012-8880	18,684.00
MCCULLOUGH EXCAVATION, ...	ARTHUR HEIGHTS ESTATES W...	12/31/2024	01/14/2025	012-8881	630.00
Vendor DBA 1029 - MCCULLOUGH EXCAVATION, INC. Total:					19,314.00
Vendor DBA: 0494 -					
MIES CONSTRUCTION, INC	SKYVIEW 2ND ADDITION-PHA...	12/31/2024	01/14/2025	006-8881	136,335.60
Vendor DBA 0494 - MIES CONSTRUCTION, INC Total:					136,335.60
Vendor DBA: 0125 - O'REILLY AUTO PARTS					
O'REILLY AUTO PARTS	MAINTENANCE/REPAIR	12/31/2024	01/03/2025		41.94
Vendor DBA 0125 - O'REILLY AUTO PARTS Total:					41.94
Vendor DBA: 1345 -					
OREILLY AUTO PARTS	VEHICLE MAINT/REPAIR	01/08/2025	01/14/2025		351.80
OREILLY AUTO PARTS	VEHICLE MAINT & REPAIR	01/08/2025	01/14/2025		178.01
Vendor DBA 1345 - OREILLY AUTO PARTS Total:					529.81
Vendor DBA: 2712 -					
PACE ANALYTICAL SERVICES L...	SW:SUSPENDED SOLIDS TESTI...	12/31/2024	01/03/2025		397.50
PACE ANALYTICAL SERVICES L...	SW:SUSPENDED SOLIDS TESTI...	01/08/2025	01/14/2025		397.50
Vendor DBA 2712 - PACE ANALYTICAL SERVICES LLC Total:					795.00
Vendor DBA: 2369 -					
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	01/09/2025	01/10/2025		155.89
Vendor DBA 2369 - PAYLOCITY CORPORATION Total:					155.89

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<b>Vendor DBA: 0263 -</b>					
PITNEY BOWES GLOBAL FINA...	POSTAGE REFILL/INK	01/09/2025	01/11/2025		91.29
<b>Vendor DBA 0263 - PITNEY BOWES GLOBAL FINANCIAL Total:</b>					<b>91.29</b>
<b>Vendor DBA: 2732 - PIVOLOCITY</b>					
PIVOLOCITY	ERP IMPLEMENTATION	01/08/2025	01/14/2025		375.00
<b>Vendor DBA 2732 - PIVOLOCITY Total:</b>					<b>375.00</b>
<b>Vendor DBA: 0281 - POWERPLAN</b>					
POWERPLAN	MAINT/REPAIR	12/31/2024	01/03/2025		1,078.36
POWERPLAN	MAINT/REPAIR	12/31/2024	01/03/2025		1,078.36
POWERPLAN	MAINT/REPAIR	12/31/2024	01/03/2025		1,078.35
<b>Vendor DBA 0281 - POWERPLAN Total:</b>					<b>3,235.07</b>
<b>Vendor DBA: 2324 -</b>					
PROFESSIONAL ENGINEERING...	MONTHLY SERVICES	12/31/2024	01/03/2025		10,000.00
PROFESSIONAL ENGINEERING...	MONTHLY SERVICES	12/31/2024	01/03/2025	001-8892	4,955.00
<b>Vendor DBA 2324 - PROFESSIONAL ENGINEERING CONSU Total:</b>					<b>14,955.00</b>
<b>Vendor DBA: 0456 -</b>					
QUILL	QUILL - OFFICE SUPPLIES	01/08/2025	01/14/2025		105.38
QUILL	QUILL - OFFICE SUPPLIES	01/08/2025	01/14/2025		20.38
QUILL	QUILL - OFFICE SUPPLIES	01/08/2025	01/14/2025		94.44
QUILL	QUILL - OFFICE SUPPLIES	01/08/2025	01/14/2025		94.43
QUILL	QUILL - OFFICE SUPPLIES	01/08/2025	01/14/2025		-105.38
QUILL	QUILL - OFFICE SUPPLIES	01/08/2025	01/14/2025		108.78
<b>Vendor DBA 0456 - QUILL Total:</b>					<b>318.03</b>
<b>Vendor DBA: 0988 -</b>					
SALTUS TECHNOLOGIES, LLC	DIGITICKET ANNUAL FEES (JAN..	01/08/2025	01/14/2025		17,280.00
<b>Vendor DBA 0988 - SALTUS TECHNOLOGIES, LLC Total:</b>					<b>17,280.00</b>
<b>Vendor DBA: 0911 - SIMPLE CLEAN</b>					
SIMPLE CLEAN	01/25 JANITORIAL SVC: CH	01/08/2025	01/14/2025		1,832.50
SIMPLE CLEAN	01/25 JANITORIAL SVC: REC	01/08/2025	01/14/2025		682.50
SIMPLE CLEAN	01/25 JANITORIAL SVC: PW	01/08/2025	01/14/2025		103.20
SIMPLE CLEAN	01/25 JANITORIAL SVC: PW	01/08/2025	01/14/2025		103.20
SIMPLE CLEAN	01/25 JANITORIAL SVC: PW	01/08/2025	01/14/2025		103.20
<b>Vendor DBA 0911 - SIMPLE CLEAN Total:</b>					<b>2,824.60</b>
<b>Vendor DBA: 1963 -</b>					
SURENCY LIFE & HEALTH INS ...	01/25 VISION INSURANCE	01/08/2025	01/14/2025		428.30
SURENCY LIFE & HEALTH INS ...	01/25 VISION INSURANCE	01/08/2025	01/14/2025		17.23
SURENCY LIFE & HEALTH INS ...	01/25 VISION INSURANCE	01/08/2025	01/14/2025		41.80
SURENCY LIFE & HEALTH INS ...	01/25 VISION INSURANCE	01/08/2025	01/14/2025		44.00
<b>Vendor DBA 1963 - SURENCY LIFE &amp; HEALTH INS CO Total:</b>					<b>531.33</b>
<b>Vendor DBA: 0903 -</b>					
TRIPLETT,WOOLF, GARRETSON..	LEGAL SERVICES	12/31/2024	01/14/2025		6,974.71
<b>Vendor DBA 0903 - TRIPLETT,WOOLF, GARRETSON, LLC Total:</b>					<b>6,974.71</b>
<b>Vendor DBA: 2788 -</b>					
TYLER TECHNOLOGIES INC	ERP PRO 10	12/31/2024	01/03/2025		2,682.50
TYLER TECHNOLOGIES INC	ERP PRO 10	12/31/2024	01/03/2025		580.00
TYLER TECHNOLOGIES INC	ERP PRO 10	12/31/2024	01/14/2025		24,455.70
TYLER TECHNOLOGIES INC	ERP PRO 10	12/31/2024	01/14/2025		1,160.00
<b>Vendor DBA 2788 - TYLER TECHNOLOGIES INC Total:</b>					<b>28,878.20</b>
<b>Vendor DBA: 2286 -</b>					
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	12/31/2024	01/14/2025		5,780.00
<b>Vendor DBA 2286 - UTILITY MAINTENANCE CONTRACTOR Total:</b>					<b>5,780.00</b>
<b>Vendor DBA: 0989 -</b>					
VERIZON	CELL PHONE SERVICE	12/23/2024	01/02/2025		259.27
VERIZON	CELL PHONE SERVICE	12/23/2024	01/02/2025		41.51
VERIZON	CELL PHONE SERVICE	12/23/2024	01/02/2025		720.20
VERIZON	CELL PHONE SERVICE	12/23/2024	01/02/2025		24.34
VERIZON	CELL PHONE SERVICE	12/23/2024	01/02/2025		24.34

## AP ORDINANCE

Payment D

Section VII, Item A.

25

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
VERIZON	CELL PHONE SERVICE	12/23/2024	01/02/2025		244.56
VERIZON	CELL PHONE SERVICE	12/23/2024	01/02/2025		113.29
VERIZON	CELL PHONE SERVICE	12/23/2024	01/02/2025		174.80
VERIZON	CELL PHONE SERVICE	12/23/2024	01/02/2025		113.29
Vendor DBA 0989 - VERIZON Total:					1,715.60
Vendor DBA: 1205 -					
WASTE CONNECTIONS OF KA...	12/24 RECYCLE/TRASH SVC	12/31/2024	01/14/2025		35,084.95
WASTE CONNECTIONS OF KA...	12/24 RECYCLE/TRASH SVC	12/31/2024	01/14/2025		12,871.44
Vendor DBA 1205 - WASTE CONNECTIONS OF KANSAS Total:					47,956.39
Vendor DBA: 0206 - WICHITA BUSINESS JOURNAL					
WICHITA BUSINESS JOURNAL	2025 RENEWAL	01/08/2025	01/14/2025		135.00
Vendor DBA 0206 - WICHITA BUSINESS JOURNAL Total:					135.00
Vendor DBA: 0248 -					
WICHITA REGIONAL CHAMBER...	2025 MEMBERSHIP DUES	01/08/2025	01/14/2025		725.00
Vendor DBA 0248 - WICHITA REGIONAL CHAMBER OF COMMERCE Total:					725.00
Vendor DBA: 1849 - WRIGHT EXPRESS FSC					
WRIGHT EXPRESS FSC	FLEET FUEL	12/31/2024	01/03/2025		1,968.65
WRIGHT EXPRESS FSC	FLEET FUEL	12/31/2024	01/03/2025		32.65
WRIGHT EXPRESS FSC	FLEET FUEL	12/31/2024	01/03/2025		82.89
WRIGHT EXPRESS FSC	FLEET FUEL	12/31/2024	01/03/2025		152.64
WRIGHT EXPRESS FSC	FLEET FUEL	12/31/2024	01/03/2025		47.04
Vendor DBA 1849 - WRIGHT EXPRESS FSC Total:					2,283.87
Grand Total:					526,543.90

## Report Summary

## Fund Summary

Fund	Payment Amount
100 - General Fund	131,499.19
200 - Special Street & Highway	4,731.05
320 - Capital Projects Fund 2	269,045.32
355 - Capital Improvement Reserve	28,878.20
520 - Water Utility	30,184.86
530 - Sewer Utility	14,248.89
540 - Solid Waste Utility	47,956.39
<b>Grand Total:</b>	<b>526,543.90</b>

## Account Summary

Account Number	Account Name	Payment Amount
100-000-000-2014	FEDERAL TAX PAYABLE	7,554.60
100-000-000-2016	SOCIAL SECURITY PAYAB...	11,902.24
100-000-000-2018	MEDICARE PAYABLE	2,783.62
100-000-000-2020	STATE TAX PAYABLE	4,476.10
100-000-000-2022	KPERS 1 PAYABLE	1,011.31
100-000-000-2024	KPERS 2 PAYABLE	1,975.10
100-000-000-2026	KPERS 3 PAYABLE	6,885.80
100-000-000-2028	KP&F PAYABLE	11,792.30
100-000-000-2034	457 DEFERRED COMP P...	1,062.00
100-000-000-2036	AFLAC ACCIDENT PAYAB...	498.95
100-000-000-2054	VISION INS PAYABLE	428.30
100-000-000-2056	DENTAL INS PAYABLE	2,119.65
100-000-000-2062	FSA HEALTH PAYABLE	155.89
100-100-110-6008	PROFESSIONAL DUES/M...	760.00
100-100-110-6028	PUBLICATIONS/PRINTING	272.91
100-100-110-7014	IT - MANAGED SERVICES	1,682.09
100-100-110-7024	CONTRACTUAL SERVICES	898.20
100-100-110-7046	COMMUNICATION SERV...	343.09
100-100-120-6028	PUBLICATIONS/PRINTING	500.00
100-100-120-7014	IT - MANAGED SERVICES	1,682.05
100-100-120-7046	COMMUNICATION SERV...	83.42
100-100-130-7014	IT - MANAGED SERVICES	1,682.05
100-100-130-7032	ENGINEERING SERVICES -..	10,000.00
100-100-130-7046	COMMUNICATION SERV...	41.91
100-100-140-6014	OFFICE SUPPLIES	108.78
100-100-140-7014	IT - MANAGED SERVICES	1,680.88
100-100-140-7046	COMMUNICATION SERV...	125.74
100-100-150-6008	PROFESSIONAL DUES/M...	6,346.60
100-100-150-6048	TRAINING/CONFERENCE...	298.52
100-100-150-7804	LEGAL SERVICES	6,974.71
100-100-160-7014	IT - MANAGED SERVICES	1,682.05
100-100-160-7024	CONTRACTUAL SVCS	833.00
100-100-160-7046	COMMUNICATION SERV...	83.82
100-100-170-7014	IT - MANAGED SERVICES	1,680.88
100-100-170-7046	COMMUNICATION SERV...	41.91
100-100-170-7804	LEGAL SERVICES	4,745.40
100-120-240-6008	PROFESSIONAL DUES/M...	50.00
100-120-240-6014	OFFICE SUPPLIES	94.44
100-120-240-7024	CONTRACTUAL SERVICES	90.00
100-120-240-7046	COMMUNICATION SERV...	83.81
100-120-240-7804	LEGAL SERVICES	151.45
100-120-250-6014	OFFICE SUPPLIES	94.43
100-120-250-6020	IT - COMPUTERS AND E...	811.71
100-120-250-6040	UNIFORMS/CLOTHING	362.54
100-120-250-6046	TRAINING/CONFERENCES	300.00
100-120-250-6056	PETROLEUM PRODUCTS	1,968.65

## Account Summary

Account Number	Account Name	Payment Amount
100-120-250-6300	POLICE SUPPLIES	188.22
100-120-250-6602	VEH/EQUIP REPAIRS & ...	393.74
100-120-250-6604	VEHICLE REPAIR/MAINT	2,109.18
100-120-250-7024	CONTRACTUAL SERVICES	17,817.79
100-120-250-7046	COMMUNICATION SERV...	1,097.40
100-120-250-8000	VEH/EQUIP LEASE/PURC...	141.63
100-130-330-7046	COMMUNICATION SERV...	63.44
100-130-330-7048	UTILITIES	35.39
100-130-350-6028	PUBLICATIONS/PRINTING	137.94
100-130-350-6056	PETROLEUM PRODUCTS	32.65
100-130-350-7024	CONTRACTUAL SERVICES	90.00
100-130-350-7036	INSTRUCTORS	44.00
100-130-350-7038	JANITORIAL SERVICES	682.50
100-130-350-7046	COMMUNICATION SERV...	243.87
100-130-350-7048	UTILITIES	383.35
100-130-350-8008	RECREATION EQUIPMENT	132.50
100-130-360-7046	COMMUNICATION SERV...	54.88
100-150-510-6006	IRRIGATION MAINT/REP...	112.22
100-150-510-6040	UNIFORMS/CLOTHING	81.43
100-150-510-7024	CONTRACTUAL SERVICES	27.95
100-150-510-7038	JANITORIAL SERVICES	103.20
100-150-510-7046	COMMUNICATION SERV...	71.84
100-150-510-7048	UTILITIES	413.82
100-160-610-6056	PETROLEUM PRODUCTS	82.89
100-160-610-7014	IT - MANAGED SERVICES	1,680.88
100-160-610-7024	CONTRACTUAL SERVICES	90.00
100-160-610-7046	COMMUNICATION SERV...	399.36
100-190-910-6008	PROFESSIONAL DUES/M...	2,171.00
100-190-910-6010	COMMUNITY RELATION...	137.91
100-190-910-6014	OFFICE SUPPLIES	20.38
100-190-910-6020	IT - COMPUTERS AND E...	91.29
100-190-910-7038	JANITORIAL SVCS	1,832.50
100-190-910-7048	UTILITIES	1,333.14
200-000-000-2014	FEDERAL TAX PAYABLE	124.08
200-000-000-2016	SOCIAL SECURITY PAYAB...	266.42
200-000-000-2018	MEDICARE PAYABLE	62.30
200-000-000-2020	STATE TAX PAYABLE	76.93
200-000-000-2022	KPERS 1 PAYABLE	385.95
200-000-000-2036	AFLAC ACCIDENT PAYAB...	138.08
200-000-000-2054	VISION INS PAYABLE	17.23
200-210-200-6040	UNIFORMS/CLOTHING	40.98
200-210-200-6056	PETROLEUM PRODUCTS	152.64
200-210-200-6200	SNOW & ICE REMOVAL	679.50
200-210-200-6604	VEHICLE REPAIR/MAINT	1,078.36
200-210-200-7024	CONTRACTUAL SERVICES	20.17
200-210-200-7040	STREET LIGHTING	278.79
200-210-200-7046	COMMUNICATION SERV...	141.80
200-210-200-7048	UTILITIES	300.82
200-210-200-8014	STREET IMPROVEMENTS	967.00
320-320-320-6028	PUBLICATIONS/PRINTING	6,060.00
320-320-320-8830	DESIGN - WATER	3,015.00
320-320-320-8831	DESIGN - SEWER	905.00
320-320-320-8832	DESIGN - PAVING	38,242.00
320-320-320-8860	INSPECTION - WATER	22,005.81
320-320-320-8861	INSPECTION - SEWER	6,835.49
320-320-320-8880	CONSTRUCTION - WATER	23,139.90
320-320-320-8881	CONSTRUCTION - SEWER	161,337.06
320-320-320-8882	CONSTRUCTION - PAVING	2,550.06

**Account Summary**

Account Number	Account Name	Payment Amount
320-320-320-8892	GEOTECH SERVICES	4,955.00
355-355-355-7024	CONTRACTUAL SERVICES	28,878.20
520-000-000-2014	FEDERAL TAX PAYABLE	376.03
520-000-000-2016	SOCIAL SECURITY PAYAB...	912.02
520-000-000-2018	MEDICARE PAYABLE	213.38
520-000-000-2020	STATE TAX PAYABLE	324.28
520-000-000-2024	KPERS 2 PAYABLE	312.78
520-000-000-2026	KPERS 3 PAYABLE	946.85
520-000-000-2054	VISION INS PAYABLE	41.80
520-000-000-2056	DENTAL INS PAYABLE	273.00
520-210-520-6008	PROFESSIONAL DUES/M...	854.00
520-210-520-6026	POSTAGE	58.68
520-210-520-6028	PUBLICATIONS/PRINTING	2,118.97
520-210-520-6040	UNIFORMS/CLOTHING	163.40
520-210-520-6056	PETROLEUM PRODUCTS	47.04
520-210-520-6604	VEHICLE REPAIR/MAINT	1,256.37
520-210-520-6802	WATER SYSTEM MAINT/...	5,780.00
520-210-520-7024	CONTRACTUAL SERVICES	253.86
520-210-520-7038	JANITORIAL SERVICES	103.20
520-210-520-7046	COMMUNICATION SERV...	428.66
520-210-520-7048	UTILITIES	278.54
520-210-520-8016	WATER SYSTEM IMPRO...	15,442.00
530-000-000-2014	FEDERAL TAX PAYABLE	862.48
530-000-000-2016	SOCIAL SECURITY PAYAB...	1,360.76
530-000-000-2018	MEDICARE PAYABLE	318.14
530-000-000-2020	STATE TAX PAYABLE	510.15
530-000-000-2022	KPERS 1 PAYABLE	389.56
530-000-000-2026	KPERS 3 PAYABLE	1,508.48
530-000-000-2054	VISION INS PAYABLE	44.00
530-000-000-2056	DENTAL INS PAYABLE	451.95
530-210-530-6008	PROFESSIONAL DUES/M...	854.00
530-210-530-6028	PUBLICATIONS	2,118.97
530-210-530-6040	UNIFORMS/CLOTHING	83.99
530-210-530-6604	VEHICLE REPAIR/MAINT	1,078.35
530-210-530-6806	LIFT STATION OPERATIO...	1,863.39
530-210-530-7024	CONTRACTUAL SERVICES	253.87
530-210-530-7026	WASTEWATER SAMPLIN...	795.00
530-210-530-7038	JANITORIAL SERVICES	103.20
530-210-530-7046	COMMUNICATION SERV...	254.13
530-210-530-7048	UTILITIES	93.47
530-210-530-7800	ENGINEERING SERVICES	1,305.00
540-540-540-7042	SOLID WASTE SERVICES ...	35,084.95
540-540-540-7044	RECYCLING SERVICES	12,871.44
<b>Grand Total:</b>		<b>526,543.90</b>

**Project Account Summary**

Project Account Key	Payment Amount
**None**	257,498.58
001-8892	4,955.00
006-8830	1,165.00
006-8831	905.00
006-8832	14,815.20
006-8860	176.00
006-8861	1,651.50
006-8881	136,335.60
007-8830	1,850.00
007-8832	3,550.00
007-8860	20,252.25

Project Account Summary

Project Account Key	Payment Amount
007-8861	5,183.99
007-8880	4,455.90
007-8881	24,371.46
009-8882	1,340.50
010-8882	1,209.56
012-8860	1,577.56
012-8880	18,684.00
012-8881	630.00
021-8832	19,876.80
022-6028	5,430.00
023-6028	630.00
Grand Total:	526,543.90



City of Bel Aire, KS

Section VII, Item A.

# Payroll Check Register Report Summary

Pay Period: 12/14/2024-12/27/2024

Packet: PYPKT00085 - PYPKT00084 - PP 12/14-12/27/24 PAID 01/02/2025  
Payroll Set: Payroll Set 01 - 01

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	60	84,394.16
<b>Total</b>	<b>60</b>	<b>84,394.16</b>



City of Bel Aire, KS

Section VII, Item A.

# Payroll Check Register Report Summary

Pay Period: 12/14/2024-12/27/2024

Packet: PYPKT00091 - PYCORRECTION 01.02.25-1  
Payroll Set: Payroll Set 01 - 01

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	1	565.01
<b>Total</b>	<b>1</b>	<b>565.01</b>

**FUNDING AGREEMENT**  
**by and between**  
**CITY OF BEL AIRE, KANSAS**  
**and**  
**BEL AIRE AREA CHAMBER OF COMMERCE, INC.**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Bel Aire, Kansas (City) and The Bel Aire Area Chamber of Commerce, Inc., a not-for-profit corporation duly organized under the laws of the State of Kansas (Chamber).

**WHEREAS**, Chamber has submitted a request to City for funding services which will benefit residents, businesses seeking education, promote local business community, encourage business development and business relationships in Bel Aire; and.

**WHEREAS**, it is in the best interests of the City, the Chamber, and the general public that a new funding agreement which supersedes all other funding agreements be entered into between the parties; and

**WHEREAS**, in consideration for Chamber's continued operation, the parties have agreed on certain levels of City funding to Chamber.

**NOW THEREFORE**, in consideration of the promises and mutual agreements hereinafter contained, City and Chamber hereby agree as follows:

1. Purpose. The sole purpose of this Agreement is to define the organizational and financial relationship between City and Chamber as it relates to funding of Chamber operations by the City.
2. Term. The term of this Agreement is for one (1) year commencing January 1, 2025 and ending December 31, 2025.
3. Organization
  - A. The City may be able to provide office space for the Chamber Director at the Bel Aire City Hall, if requested.
  - B. A City representative shall be appointed annually to the Chamber Board as an Officer, if so elected, or as a regular appointee while the grant is in effect.
  - C. The Chamber shall create a job description, hire, fire, evaluate, supervise and accept all other responsibilities for a Chamber Executive Director.
  - D. The Chamber shall supply the Director a computer or laptop, printer/copier, cell phone or stipend and all other materials and office supplies required for this position.
  - E. The Chamber shall pay the salary and all other expenses for the Director Position.

- F. The Chamber Board or Director, shall create a quarterly report for the City detailing marketing, membership and all other activities for that month.
  - G. The Chamber will create its own website and social media outlets which will be the responsibility of the Chamber Director.
  - H. The City will provide links in its website and assist in social media sharing.
  - I. The Chamber Board or Director, shall assist the Bel Aire Recreation Department with three (3) community events as outlined below.
    - i. The three (3) community events shall be the Spring Easter Egg Hunt, Fall Festival, and Christmas Event.
    - ii. The Chamber Director shall pledge a minimum of forty (40) hours of assistance to the Bel Aire Recreation Department for each event.
    - iii. The Chamber will provide at least four (4) volunteers for each event.
    - iv. The Chamber will raise funds to cover expenses for each event. (Budget for each event shall be agreed upon by the Bel Aire Recreation Department and Chamber.)
    - v. The Chamber may plan other events for fundraising but will receive no assistance from the Bel Aire Recreation Department.
  - J. The Chamber shall annually provide the City with an annual financial report detailing income and expenses.
4. City Funding
- A. In exchange for Chamber's performance of programs and services, City agrees to provide the following funding to Chamber in fiscal year 2025: FIFTEEN THOUSAND DOLLARS AND NO CENTS (\$15,000.00).
  - B. Funding shall be distributed in one (1) payment in the first quarter of 2025. Such payment is contingent upon City's receipt of an invoice.
  - C. The City will reevaluate this funding for the 2026 budget and determine its success.
  - D. City reserves the right to withhold any quarterly payment if City believes that Chamber is not spending such City funding for a public purpose or as required by this Agreement.
  - E. The City will be responsible for its annual membership fee.

#### General Terms and Conditions

- 5. Contractual Relationship. The legal relationship between Chamber and City is of a contractual nature. The parties assert and believe that Chamber is acting as an independent contractor in providing the services and programs required by City hereunder. Chamber is at all times acting as an independent contractor and not as an officer, agent, or employee of City. As an independent contractor, Chamber, or employees of Chamber, will not be within the protection or coverage of City's worker's compensation insurance, nor shall Chamber, or employees of Chamber, be entitled to any current or future benefits provided to employees of City. Further, City shall not be responsible for the withholding of social security, federal, and/or

state income tax, or unemployment compensation from payments made by City to Chamber.

6. Authority to Contract. Chamber assures it possesses legal authority to contract under this Agreement; that resolution, motion or similar action has been duly adopted or passed as an official act of Chamber's governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Chamber to act in connection with the application and to provide such additional information as may be required.
7. Termination.
  - A. For Cause. In the event of any breach of the terms or conditions of this Agreement by Chamber, or in the event of any proceedings by or against Chamber in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, City may, in addition to any other remedy provided it by law or in equity or other right reserved to it elsewhere in this Agreement, without any liability to Chamber on account thereof, by written notice, terminate immediately all or any part of this Agreement and Chamber shall be liable to pay to City any excess cost or other damages caused by Chamber as a result thereof.
  - B. For Convenience. City shall have the right to terminate this Agreement for convenience in whole, or from time to time, in part, upon thirty (30) days' written notice. Upon receipt of such termination notice, Chamber shall not incur any new obligations and shall cancel as many outstanding obligations as reasonably possible. In such event, City shall allow full credit to Chamber for the grant share of the non-cancelable obligations properly incurred by Chamber prior to termination.
  - C. Due to Reduction in Funds. It is understood that funding may cease or be reduced at any time. In the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this Agreement upon thirty (30) days written notice.
8. Complete Agreement. This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.
9. Assignment. Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other. Any attempted assignment without such consent shall be null and void.
10. Amendments. Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted amendment without such consent shall be null and void.

- 11. Severability Clause. In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.
- 12. Nondiscrimination and Workplace Safety. Chamber agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violation of applicable laws, rules or regulations may result in termination of this Agreement.
- 13. Retention of Records. Unless otherwise specified in this Agreement, Chamber agrees to preserve and make available to City at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of expiration or termination of this Agreement.
  - A. Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals, if the litigation exceeds five (5) years.
- 14. Inspection/Audit of Facilities and Records of Chamber. City shall have the right of inspection of Chamber's facilities and records at any time during Chamber's regular business hours, and at any other time provided that City gives Chamber twenty-four (24) hours' notice of its intent to inspect. This right of inspection shall include the right to monitor and inspect Chamber's programs as well as the right to inspect all books containing any type of participant data or financial documentation relating to funding provided by City.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement by signature of their duly authorized officers the day and year first above written.

CITY OF BEL AIRE, KANSAS  
COMMERCE, INC.

BEL AIRE AREA CHAMBER OF

---

Jim Benage

Mayor

Aaron Maxwell

Chamber President

ATTEST:

---

Melissa Krehbiel, City Clerk

APPROVED AS TO FORM ONLY:

---

Maria A. Schrock, City Attorney

**AGREEMENT FOR SENIOR CENTERS**

**by and between:**

**SEDGWICK COUNTY, KANSAS**  
**and**  
**CITY OF BEL AIRE**  
**Bel Aire Senior Center**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between Sedgwick County, Kansas (“County”) and City of Bel Aire (“Contractor”).

WITNESSETH:

**WHEREAS**, County wishes to make available certain senior centers to older adult residents of Sedgwick County; and

**WHEREAS**, County desires to engage Contractor to provide said services; and

**WHEREAS**, County and Contractor desire to state the terms and conditions under which Contractor will provide said services.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

**SECTION 1: SCOPE OF SERVICES**

**1.1 Purpose and Scope of Work.** Contractor shall provide senior centers to eligible Sedgwick County participants, as those participants are defined herein. The parties agree that time is of the essence in Contractor’s performance of this Agreement.

**1.2 Term.** This Agreement shall be for the period commencing January 1, 2025 and ending December 15, 2025. Notwithstanding the foregoing, this Agreement may continue on a month-to-month basis for a reasonable time after December 15, 2025, if: (a) both parties agree to continue operating under the terms and provisions of this Agreement while actively negotiating an agreement for FY 2026 and (b) funds are available for the 2026 program year.

**SECTION 2: CONTRACTOR’S REPRESENTATIONS AND WARRANTIES**

Contractor represents and warrants the following:

- a. Any funds provided for services under this Agreement which are unexpended upon termination of this Agreement will be returned to County.
- b. Its records used in the preparation of all reports are subject to review by County to ensure the accuracy and validity of the information reported.
- c. This Agreement will be evaluated by County in terms of obtaining goals and objectives.

- d. It shall provide written notice to the Director of the Sedgwick County Department of Aging & Disabilities if it is unable to provide the required quantity or quality of services.
- e. It shall submit required eligible participant data reports and demographics reports by the 10th day of the month semi-annually (i.e. July and January). These semi-annual reports will include the information as set forth in Exhibit C, which is attached hereto and incorporated as if fully set forth herein.
- f. All applicable records will be maintained by Contractor on such forms, as the Director of the Sedgwick County Department of Aging & Disabilities shall designate. Contractors who do not submit required reports in accordance with this paragraph will not be sent payments by the County until they are deemed in compliance with the requirements of this Agreement.
- g. To provide the Sedgwick County Department of Aging & Disabilities a copy of its Organizational Chart. This will be submitted at the beginning of the Contract year. Updated copies will be submitted promptly if changes occur during the duration of this Agreement.
- h. To provide the Sedgwick County Department of Aging & Disabilities a list of its Board of Directors, which is to include each member's name, address and phone number. This should be submitted at the beginning of the contract year. Updated copies will be submitted promptly if changes occur during the duration of this Agreement.
- i. To provide a smoke free building. In the event that Contractor does not provide a building, which is smoke free in accordance with this paragraph, no payment will be sent by County until Contractor is deemed compliant with the requirements of this paragraph.
- j. Attendance is required at the quarterly Senior Center Summit meetings. Notice of the meeting times and places will be provided by the Sedgwick County Department of Aging & Disabilities.
- k. An eligible participant in this program is:
  - i. a resident of Sedgwick County, Kansas; and
  - ii. fifty-five (55) years of age or older.

SECTION 3: COMPENSATION AND BILLING

3.1 **Compensation.** Payments made to Contractor pursuant to the terms of this Agreement shall be on a reimbursement basis of:

Salaries/Benefits	\$18,000.00
<b>TOTAL</b>	<b>\$18,000.00</b>

County and Contractor agree that under no circumstances shall the total compensation paid to Contractor under this Agreement exceed EIGHTEEN THOUSAND DOLLARS (\$18,000.00). This reimbursement shall be the sole compensation rendered to Contractor hereunder.

3.2 **Invoicing and Billing.** Contractor agrees that billings and payments under this Contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick

County, Kansas. Subject to the maximum amount of compensation prescribed in Paragraph 3.1, Contractor shall submit billing for services provided to the County by the 10<sup>th</sup> day of each month or on a quarterly basis. Payment to Contractor shall be made within 30 days following receipt of Contractor's billing. Billings submitted after the 10<sup>th</sup> of the month may be rolled over to the next billing cycle. Line item billings must include documentation to support the invoice request. Payments shall be made to Contractor only for items and services provided to support the contract purpose and if such items are those that are authorized by Paragraph 3.1. The County reserves the right to disallow reimbursement for any item or service billed by Contractor if the County believes that any item or service was not provided to support the contract purpose.

Properly submitted invoices and/or billing statements will be paid within thirty (30) calendar days of receipt by County. All invoices must be submitted on or before December 15, 2025. County will not honor any requests for reimbursement compensation received after this date.

**3.3 Non-Supplanting Existing Funds.** Grant funds made available under County mill levy grants and administered under this Agreement will not be used to supplant existing funds and/or funding sources, but will rather be used to increase the amounts of those other funding sources.

**3.4 Reprogramming of Funds.** In the event the amount of funds County actually receives from the mill levy is less than anticipated, or in the event that no funds are available to County for funding this Agreement, Contractor understands and agrees that County may decrease the total compensation and reimbursement to be paid hereunder, or may suspend or terminate this Agreement without penalty.

SECTION 4: CONTRACTOR'S PERSONNEL

**4.1 Qualified Personnel.** Contractor has, or shall secure at its own expense, personnel who are fully qualified in accordance with all applicable state and federal laws to provide the services as described herein. Such personnel shall not be Sedgwick County Department of Aging & Disabilities employees or have any other contractual relationship with the Sedgwick County Department of Aging & Disabilities. All of Contractor's personnel engaged, directly or indirectly, in the provision of services shall meet the requirements of this Agreement, all applicable federal laws, and all applicable laws of the State of Kansas.

**4.2 Minimum Wage.** Contractor shall comply with the minimum wage and maximum hour provisions of the Fair Labor Standards Act (29 U.S.C. § 201 *et seq.*).

**4.3 Employee Conflict of Interest.** Contractor shall establish written safeguards to prevent its employees from using their position with Contractor for a purpose that is, or gives rise to the perception that it is, motivated by a desire for private gain for themselves or others (particularly those with whom they have family, business, or other ties).

Contractor shall submit written notice to County in the event Contractor becomes aware that:

- a. an employee of the Department of Aging & Disabilities is also be an employee of Contractor at the time this Agreement is executed;
- b. an employee of Contractor seeks additional/alternate employment with the Department of Aging & Disabilities during the term of this Agreement; or
- c. an employee of the Department of Aging & Disabilities seeks additional/alternate employment with Contractor during the term of this Agreement.

The Department of Aging & Disabilities shall have the sole discretion to determine what actions need to be taken to resolve the conflict. The Department of Aging & Disabilities may immediately terminate this Agreement without any further liability to Contractor if Contractor fails to adhere to the Department of Aging & Disabilities' decision.

**4.4 Interest of Contractor.** Contractor covenants and warrants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of program services pursuant to this Agreement.

**4.5 Interest of Public Officials and Others.** No County officer or employee, or any member of its governing body or other public official, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**4.6 Advisory Council Members.** *[reserved]*

**4.7 Gratuities and Favors.** Contractor shall not directly or indirectly offer to any of County's officers, employees, or agents anything having monetary value including, without limitation, gratuities and favors.

**4.8 Participant Safeguards.** Persons convicted of the following types of crimes during the consecutive ten (10) year period immediately preceding execution of this Agreement or, at any time during the pendency of this Agreement, are restricted as follows:

- a. persons convicted of any felony, drug or drug-related offense, crime of falsehood or dishonesty, or crime against another person are prohibited from performing services, administering this Agreement, or handling any funds conveyed hereunder;
- b. persons convicted of any crimes of moral turpitude, including without limitation, sex offenses and crimes against children are prohibited from performing services or otherwise interacting in any way with persons served pursuant to this Agreement; and
- c. persons convicted of a serious driving offense, including without limitation, driving under the influence of alcohol or a controlled substance, are prohibited from operating a vehicle in which a person served pursuant to this Agreement is a passenger. For purposes of this section, "serious traffic offense" shall not include any offense deemed a "traffic infraction" under K.S.A. §§ 8- 2116 and 8-2118.
- d. The terms "convicted" and "conviction" shall include: (i) convictions from any federal, state, local, military or other court of competent jurisdiction; (ii) nolo contendere ("no contest") pleas; and (iii) being placed into a diversion or deferred judgment program in lieu of prosecution.
- e. Any issues concerning the interpretation of this Section 4.8 or its application to an individual shall be referred to the Director of the Sedgwick County Department of Aging & Disabilities. The Director's decision shall be final for purposes of compliance with this Agreement.

**SECTION 5: RECORDS, REPORTS, INSPECTIONS AND AUDITS**

**5.1 Internal Review and Corrective Action.** Internal review and corrective action shall be carried out pursuant to the Department of Aging & Disabilities' Policies and Procedures Manual. An individual who feels that she or he has been treated in an unfair or discriminatory manner by employees, contractors or providers should contact County within sixty (60) days of the occurrence. An incident report will be completed and forwarded to the Director of the Sedgwick County Department of Aging & Disabilities for review. The Director will issue a timely written response to the individual, addressing his or her concern and detailing any actions taken to correct the inappropriate treatment. The decision by the Director is considered to be the final action on the issue. Identities of individuals filing a grievance shall be kept confidential to the extent possible.

**5.2 Notice of Action-Including Notice of Appeal Rights.** To the extent permitted by law, Contractor shall retain the right to appeal any final order or decision rendered at the administrative agency level which adversely affects the Contractor's interests, pursuant to the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions (K.S.A. 77-601 *et seq.*).

**5.3 County Audit.** County may request an audit for all funds received by Contractor from County as part of this Agreement. Any such audit shall be performed in accordance with the provisions of this Agreement. The audit shall cover Contractor's Accounting Information and other financial records which apply to this Agreement only. A copy of the audit requested by County shall be provided to the Department of Aging & Disabilities & Disabilities within twenty (20) days after receipt thereof. The audit may be requested by County at any time throughout the duration of this Agreement.

**5.4 Audits by State or Federal Agencies.** Contractor shall assist County in any audit or review of the program which might be performed by the Kansas Division of Legislative Post Audit or by any other local, state or federal agency by making persons or entities, documents, and copies of documents subject to Contractor's control available for the auditors or their representatives.

**5.5 Documentation of Costs.** All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation (hereinafter collectively referred to as "Expense Information") evidencing in proper detail the nature and propriety of the costs charged to the County.

**5.6 Reports.** During the term of this Agreement, Contractor shall furnish to County, in such form as County may require and upon County's request, such statements, records, reports, data and information pertaining to matters covered by this Agreement.

In addition, Contractor shall use the MySeniorCenter database platform to track membership, attendance, activities, reports, and any other information related to the program requirements of Sedgwick County Department of Aging & Disabilities as outlined in this Agreement. County shall pay the cost of Contractor's MySeniorCenter database. At County's request, Contractor shall provide County with "administrator" access to Contractor's MySeniorCenter database, and such access shall include membership, attendance, activities, reports, and any other information related to the program requirements of Sedgwick County Department of Aging & Disabilities as outlined in this Agreement.

Payments to Contractor may be withheld by County if Contractor fails to provide all required reports in a timely, complete and accurate manner. Any payments withheld pursuant to this Section 5.6 shall be submitted to Contractor when all requested reports are furnished to County in an acceptable form. All records and

information used in preparation of reports are subject to review by County to ensure the accuracy and validity of the information reported.

Without limiting the foregoing, Contractor shall report the following information to the Department of Aging & Disabilities on a semi-annual basis no later than the tenth (10<sup>th</sup>) day of July 2025 and January 2026:

- a. an unduplicated count of program customers served; and
- b. such other data necessary to evaluate the program’s effectiveness and efficiency.

**5.7 Retention of Records.** Unless otherwise specified in this Agreement, Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of expiration or termination of this Agreement.

Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals, if the litigation exceeds five (5) years.

**5.8 Access to Records.** At any time during which records are retained by Contractor pursuant to Section 5.7 herein, Contractor shall make any and all of its records, books, papers, documents and data available to County (or an authorized representative of a State agency with statutory oversight authority) for the purposes of:

- a. assisting in litigation or pending litigation; or
- b. any audits or examinations reasonably deemed necessary by the Department of Aging & Disabilities.

**SECTION 6 :SUSPENSION & TERMINATION**

**6.1 Suspension of Services.** County may, in its sole discretion, indefinitely suspend Contractor's performance of services pursuant to this Agreement by providing a two (2) day notice to Contractor. Contractor shall resume performance of services within three (3) days after receipt of notice from County.

**6.2 Termination.**

A. Termination for Cause. In the event of any breach of the terms or conditions of this Agreement by Contractor, or in the event of any proceedings by or against Contractor in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, County may, in addition to any other remedy provided it by law or in equity or other right reserved to it elsewhere in this Agreement, without any liability to Contractor on account thereof, by written notice, terminate immediately all or any part of this Agreement, procure the goods, equipment and/or services provided for herein elsewhere, on such terms and under such conditions as are reasonable in the sole discretion of County, and Contractor shall be liable to pay to County any excess cost or other damages caused by Contractor as a result thereof.

B. Termination for Convenience. County shall have the right to terminate this Agreement for convenience in whole, or from time to time, in part, upon thirty (30) days’ written notice. Upon receipt of such termination notice, Contractor shall not incur any new obligations and shall cancel as many outstanding obligations as reasonably possible. In such event, County’s maximum liability shall be limited to payment for goods or equipment delivered and accepted and/or services rendered.

C. Reduction in Funds. It is understood that funding may cease or be reduced at any time. In the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this Agreement upon thirty (30) days' written notice.

SECTION 7:MISCELLANEOUS

7.1 **Contractual Relationship.** It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the goods and services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, or employees of Contractor, will not be within the protection or coverage of County's workers' compensation insurance, nor shall Contractor, or employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for the withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor.

7.2 **Authority to Contract.** Contractor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.

7.3 **Notification.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County: Sedgwick County Department of Aging & Disabilities  
Attn: Contract Notification  
271 West 3<sup>rd</sup> St. North, Suite 500  
Wichita, Kansas 67202

and

Sedgwick County Counselor's Office  
Attn: Contract Notification  
100 North Broadway, Suite 650  
Wichita, Kansas 67202

Contractor: City of Bel Aire  
Attn: Contract Notification  
7651 East Central Park Ave.  
Bel Aire, Kansas 67226

7.4 **Hold Harmless.** Contractor shall indemnify County, and its elected and appointed officials, officers, managers, members, employees and agents, against any and all loss or damage to the extent such loss and/or damage arises out of Contractor's negligence and/or willful, wanton or reckless conduct in the provision of

goods and equipment or performance of services under this Agreement. This indemnification shall not be affected by other portions of the Agreement relating to insurance requirements.

**7.5 Liability Insurance.** Contractor agrees to maintain the following minimum limits of insurance coverage throughout the term of this Agreement:

<b>Workers' Compensation</b> Applicable State Statutory Employer's Liability	
<b>Employer's Liability Insurance:</b>	\$100,000.00
<b>Contractor's Liability Insurance:</b> Form of insurance shall be by a Comprehensive General Liability and Comprehensive Automobile Liability	
<b>Bodily Injury:</b> Each occurrence Aggregate	 \$500,000.00 \$500,000.00
<b>Property Damage:</b> Each occurrence Aggregate	 \$500,000.00 \$500,000.00
<b>Personal Injury:</b> Each person aggregate General aggregate	 \$500,000.00 \$500,000.00
<b>Automobile Liability – Owned, Non-Owned, and Hired:</b> Bodily injury each person Bodily injury each occurrence	 \$500,000.00 \$500,000.00

Liability insurance coverage indicated above must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers' compensation and employer's liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A- and licensed to do business in the State of Kansas. It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

**7.6 Entire Agreement.** This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

**7.7 Assignment.** Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other. Any attempted assignment without such consent shall be null and void.

**7.8 Amendments.** Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted amendment without such consent shall be null and void.

**7.9 Subcontracting.** None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of County. In the event subcontracting is approved by County, Contractor shall remain totally responsible for all actions and work performed by its subcontractors. All approved subcontracts must conform to applicable requirements set forth in this Agreement and in its appendices, exhibits and amendments, if any.

**7.10 Severability Clause.** In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

**7.11 Waiver.** Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by County shall not constitute a waiver.

**7.12 Force Majeure.** Contractor shall not be held liable if the failure to perform under this Agreement arises out of causes beyond the control of Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

**7.13 Order of Preference.** Any conflict to the provisions of this Agreement and the documents incorporated by reference shall be determined by the following priority order:

- a. Sedgwick County Mandatory Contractual Provisions Attachment (Exhibit A)
- b. Sedgwick County Mandatory Independent Contractor Addendum (Exhibit B)
- c. Program Goals and Objectives (Exhibit C)
- d. This Agreement document

**7.14 Environmental Protection.** Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

**7.15 Nondiscrimination and Workplace Safety.** Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

**7.16 Confidentiality.** Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

**7.17 Required Certifications.** If Contractor is organized as a business entity of any sort, it shall furnish evidence of good standing in the form of a certificate signed by the Kansas Secretary of State. If Contractor is not officially organized in Kansas, it shall furnish evidence of authority to transact business in Kansas in

the form of a certificate signed by the Kansas Secretary of State. The applicable certificate shall be provided to County on or before execution of this Agreement.

**7.18 Certificate of Tax Clearance.** Annually, Contractor shall provide County with a certificate of tax clearance from the State of Kansas certifying Contractor has paid all state taxes. The statement of tax clearance must be provided before contract renewal/initiation and be dated no more than thirty (30) days prior to beginning date of the contract term.

**7.19 Open Meetings.** By accepting funding from County, Contractor agrees that all administrative meetings at which the management or distribution of such funding is a topic will be open to County officials and/or employees.

**7.20 Publicity.** Contractor shall not publicize in any manner whatsoever its participation in this Agreement, or the program services provided hereunder, without prior written consent of the County. County’s support of program services shall be conspicuously acknowledged in all publicity releases.

**7.21 Signs/Decals.** Contractor agrees to allow County, upon County’s request, to place signs and/or decals on Contractor’s premises, the precise location of which shall be agreed upon by both parties. Such signs and/or decals shall state “A portion of the funding for this program is provided by the Board of Sedgwick County Commissioners.”

**7.22 Publication of Contract Results.** If this Agreement results in a book or other material that may be copyrighted, the author is free to copyright the work. However, County reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all such copyrighted material and all material which can be copyrighted.

**7.23 Documentation of Originality or Source.** All published and/or written reports submitted under this Agreement, or in conjunction with any thirty-party agreements hereunder, will be originally developed material unless specifically provided for otherwise. Material not originally developed that is included in published material and/or written reports shall identify the source in either the body of the publication and/or written report or in a footnote, regardless of whether the material is use verbatim or in an extensive paraphrase format. All published material and written reports shall give notice that funds were provided by a grant from Sedgwick County.

**7.24 Drug Free Work Place Act of 1988 (49 CFR Part 32).** Contractor is required to provide a drug-free workplace and comply with the Drug Free Work Place Act of 1988 as prescribed in 49 CFR Part 32.

**7.25 Incorporation of Documents.** Exhibit A (Sedgwick County Mandatory Contractual Provisions Attachment), Exhibit B (Sedgwick County Mandatory Independent Contractor Addendum) and Exhibit C (Program Goals and Objectives) are attached hereto and are made a part hereof as if fully set forth herein.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SEDGWICK COUNTY, KANSAS

CITY OF BEL AIRE

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Ryan Baty, Chairman  
Commissioner, First District

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Jim Benage  
Mayor

APPROVED AS TO FORM ONLY:

APPROVED AS TO FORM ONLY:

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Kevin T. Stamper  
Assistant County Counselor

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Maria A. Schrock  
City Attorney

ATTESTED TO:

ATTESTED TO:

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Kelly B. Arnold  
County Clerk

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Melissa Krehbiel  
City Clerk

**EXHIBIT A**  
**SEDGWICK COUNTY MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT**

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement in which this attachment is incorporated.
2. **Choice of Law:** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation:** If, in the judgment of the Chief Financial Officer, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, County may terminate this Agreement at the end of its current fiscal year. County agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to County under the Agreement. County will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon termination of the Agreement by County, title to any such equipment shall revert to Contractor at the end of County's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.
4. **Disclaimer of Liability:** County shall not hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved, or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has consented to a jury trial to resolve any disputes that may arise hereunder. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any Agreement and/or this Contractual Provisions Attachment will be given effect which attempts to exclude, modify, disclaim, or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract:** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State, and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state, and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. County is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, County shall provide to the Contractor a certificate of tax exemption.

County makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

9. **Insurance:** County shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest:** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the County and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the County. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any County employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the County.
11. **Confidentiality.** County and Contractor, to the extent applicable, must comply with all the requirements of the Kansas Open Records Act (K.S.A. 45-215 *et seq.*) in providing services and/or goods under this Agreement and the production of records. In addition, Contractor may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this Agreement and shall maintain such information securely and confidentially. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with applicable laws. No private or confidential data collected, maintained, or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render such data or material unreadable.
12. **Cash Basis and Budget Laws:** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement, the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause:** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*), the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*), and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated, or suspended, in whole or in part, by County, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated, or suspended, in whole or in part, by County, without penalty thereto.

Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees

during the term of this Agreement or whose contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

14. **Suspension/Debarment:** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the County in relation to this Agreement prohibits the County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the County in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify County within the same five (5) business days, with the County reserving the same right to terminate for breach as set forth herein.
15. **HIPAA Compliance:** Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); the Genetic Information Nondiscrimination Act of 2008 ("GINA"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended (collectively referred to as "HIPAA"), to the extent that the Contractor uses, discloses, or has access to protected health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, Contractor may be required to enter into a Business Associate Agreement pursuant to HIPAA.
16. **Compliance with Law:** Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state, and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
17. **Tax Set-Off:** If, at any time prior to or during the term of any executed agreement, Contractor is delinquent in the payment of real and/or personal property taxes to Sedgwick County, and the delinquency exists at the time payment is due under the Agreement, County will offset said delinquent taxes by the amount of the payment due under the Agreement and will continue to do so until the delinquency is satisfied, pursuant to K.S.A. 79-2012.
18. **Inapplicability to Municipal Contractors:** The following provisions found in this Sedgwick County Mandatory Contractual Provisions Attachment shall be inapplicable if the contractor is a Kansas county, incorporated city, township, or improvement district: 8, 10, and 17.
19. **Safety Recall Notices:** Throughout the term of the Agreement and at all times thereafter, Contractor must immediately notify County of any and all safety recall notices of products, goods, and services Contractor has provided to County. In addition, Contractor shall remedy the recalled defect(s), at no cost to County, by: (1) providing products, goods, or services reasonably equal to or better than the quality of the products, goods, or services without accounting for the recalled defect(s); or (2) providing compensation to County in an amount not less than the original cost of the products, goods, or services less a reasonable amount for depreciation. This Section 19 survives expiration or termination of the Agreement.
20. **Generative AI:** Contractor shall disclose any use of Generative AI which processes, involves, has access or exposure to, impacts, or potentially impacts the County or County data, systems, goods, services, or

products. In addition to the foregoing, Contractor shall specifically identify when Generative AI is intended for use to draft reports containing recommendations that involve engineering judgment or propose decisions, actions, or inactions that involve or rely upon professional engineering knowledge or experience. For purposes of this section, Generative AI is artificial intelligence capable of generating text, images, or other media, using generative models. In the event of any such disclosure, County may, in its sole discretion, deny the use of the Generative AI in performance of the Agreement or terminate this Agreement immediately and without any liability or duty beyond that compensation for goods or services already provided.

In addition, Contractor shall not expose or input any confidential County data, records, processes, or other types of information into Generative AI. Confidential data shall constitute Personal Health Information, medical records, legal or privileged records, personnel records, similarly sensitive records, or other types of data or records identified as confidential by County.

21. **Breach of System:** To the extent Contractor accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses County records or data, it shall, following the discovery of a breach or compromise of Contractor's system or of County information, immediately notify the County of such breach or compromise. Such notice shall include the County data or records that have been, or is reasonably believed by the Contractor to have been, used, accessed, acquired, or disclosed. Contractor shall provide County with any other available information that County reasonably requests or could be used to protect County's own system and data. Within five (5) days of the incident, Contractor shall provide County, in writing, a plan containing remedial steps being taken to address the compromised or potentially compromised data and future plans to prevent recurrence of the same or similar breach. If such remediation plan is acceptable to County IT, Contractor shall immediately implement the plan. In the event the remediation plan is not acceptable to County IT, both parties shall negotiate, in good faith, for Contractor to provide security protection for the County and/or individuals potentially impacted by the breach.

[remainder of page intentionally left blank]

**EXHIBIT B**  
**SEDGWICK COUNTY MANDATORY INDEPENDENT CONTRACTOR ADDENDUM**

1. This Agreement shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to, payment of: state, federal, and social security taxes; unemployment taxes; workers' compensation; and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by County.
2. The parties agree that as an independent contractor, Contractor is not entitled to the following benefits from County: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than County. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against County's workers' compensation insurance and/or health insurance and further agrees to indemnify County for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.
3. The parties hereby acknowledge and agree that County will not: (a) require Contractor to work exclusively for County; (b) establish a quality standard for Contractor, except that County may provide plans and specifications regarding the work but will not oversee the actual work or instruct Contractor as to how the work is to be performed; (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide more than minimal training for Contractor; (e) provide tools or benefits to Contractor (materials and equipment may be supplied, however); (f) dictate the time of Contractor's performance; (g) pay Contractor personally, when possible; instead, County will make all checks payable to the trade or business name under which Contractor does business; and (h) combine its business operations in any way with Contractor's business, but will instead maintain such operations as separate and distinct.
4. Contractor does not have the authority to act for County, to bind County in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of County.
5. Unless given express written consent by County, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and, if Contractor is given written permission to have other parties on site and the Contractor provides the appropriate coverage, the Contractor agrees to retain control over any persons employed by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.
8. County will not provide training or instruction to Contractor regarding the performance of services hereunder.
9. Contractor will not receive benefits of any type from County.
10. Contractor represents that it is engaged in providing similar services to the general public and is not required to work exclusively for County.
11. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.
12. No workers' compensation insurance shall be obtained by County covering Contractor. Contractor shall comply with the workers' compensation laws pertaining to Contractor.
13. Contractor will not combine its business operations in any way with County's business operations and each party shall maintain their operations as separate and distinct.

**EXHIBIT C**

## PROGRAM GOALS AND OBJECTIVES

A senior center is a community focal point where eligible participants come together for services and activities, which enhance the dignity, support the independence, and encourage the involvement of eligible participants in and with the community. As part of a comprehensive community strategy to meet the needs of eligible participants, **senior center** programs take place within and emanate from a facility. The senior center will be open four (4) to six (6) hours per day, five (5) days per week.

### A. GOALS.

1. The senior center will be required to provide assistance in fulfilling the social, educational, recreational, physical and emotional needs of eligible participants through the development, planning, and coordination of activities.
2. The senior center will be required to provide information and assistance to eligible participants regarding services including, but not limited to:
  - a. Adult Day Services
  - b. Case Management
  - c. Chore/Minor Home Repair
  - d. Commodities
  - e. Employment
  - f. Forms Assistance - Entitlement/Social Security/Medicaid
  - g. Housing Assistance/Referrals/Matches
  - h. In-home Services – Respite/Homemaker/Attendance Care  
including: program literature, resources from the director
  - i. Legal Assistance
  - j. Nutrition - Congregate/Homebound
  - k. Shopping and Errand Assistance
  - l. Support Groups
  - m. Translation/Interpretation
  - n. Transportation
  - o. Wellness Screenings
3. The senior center will be required to provide coordinated comprehensive and appealing programs in the area of social participation and education as outlined in the *Baseline*, *Special Events/Projects* and *Education* sections.
4. The senior center shall work to mobilize interest, skills and abilities of senior center participants in order for them to assist other elders within the community.
5. The senior center shall serve as a catalyst in bringing senior center participants together with services that will meet their various needs.

## B. OBJECTIVES.

The senior center is a meeting and gathering point designed to give eligible participants a place for fellowship, a place to experience a sense of belonging, and a place to obtain information to enrich their lives. Eligible participants should be given the opportunity to plan, or assist in the planning, of senior center activities. They should also be encouraged by the senior center to become involved in community activities.

The senior center will be required to provide the following:

- 1) *BASELINE ACTIVITIES*, which shall be selected from a list, which is standard for all senior centers. Baseline activities are senior center activities that occur on a regular basis (daily, weekly, monthly, and/or quarterly). Baseline activities are to be specified through a description with projected outcomes (i.e. average number of participants). The senior center will be required to provide a minimum of seven (7) Baseline activities from the following:
  - a) Crafts
  - b) Exercise
  - c) Games
  - d) Potluck/Meals (not including congregate meals)
  - e) Social/Support Groups
- 2) *SPECIAL EVENTS/PROJECTS* are activities, which require the planning, and/or coordination of the senior center director. These activities are to be specified through a description with projected outcomes. The senior center will be required to provide a minimum of ten (10) Special Events/Projects per year. Examples include:
  - a) Community Charities
  - b) Fundraising
  - c) Intergenerational Programs
  - d) Dinner Events with Programs
  - e) Musical Events
- 3) *EDUCATIONAL* activities are those, which require the planning and/or coordination of the senior center director. These activities are to be specified through a description with projected outcomes. The senior center will be required to provide a minimum of thirty-five (35) Educational activities per year. At least eight of the 35 activities must include a program on each of the following programs: an evidence-based program, caregiver, mental health, health promotion/disease prevention, fall prevention, medication management, elder abuse and a program on public benefits. Examples of other activities include:
  - a) Community Education
  - b) Education Services
  - c) Health Presentations/Workshops
  - d) Advocacy Opportunities
  - e) Retirement Planning
  - f) Volunteer Services and Opportunities
  - g) Educational Tours and Cultural Enrichment

- 4) The senior center will employ at least a half time director to plan, coordinate, and schedule activities. As part of the Director's regular job duties, the senior center director is expected to:
  - a) Create/Provide an entry point for aging services.
  - b) Be informed of Aging & Disabilities services available within the community.
  - c) Schedule activities, presentations, and events; Develop and set-up programs; link with the community, other senior centers, and participants to create opportunities for the senior center, including:
    - \* Advocacy
    - \* Counseling
    - \* Information and Assistance on services, which includes those, listed in Exhibit C, Section A.2.) (also includes program literature and resources).
    - \* Outreach, which must include contact with someone to assist in service connection (home visits, telephone, etc.).
  - d) Provide the specified number of activities for each category.
  - e) Work to increase senior center membership, and membership participation in activities, and submit an annual measurement of senior center membership growth.
  - f) In an effort to expand services and activities and be a focal point in your community; work to strengthen your volunteer base by recruiting at least two percent (2%) of your membership to serve as volunteers to serve other members in need including temporary assistance in home, yard work, carpooling, bookkeeping, a calling tree, Medicare counseling, etc. By doing this, volunteers could sign up with the Sedgwick County Department of Aging & Disabilities Volunteer Program to receive the benefits through this program. Benefits include: accidental medical, volunteer liability and auto liability insurance; background checks; support; recognition events; and monthly newsletter.
  - g) Require participation by a senior center representative in the four (4) Senior Summit meetings which will be held to focus on objectives, review program updates and changes in aging services, share working models and strategically plan a common vision for Sedgwick County's Senior Center network. Arrangements need to be coordinated with the Program Manager to excuse absences, which may be made up by attending a monthly Aging Network meeting.
  - h) Maintain the MySeniorCenter database to track membership, attendance, activities, reports and any other information related to the program requirements.
  - i) Require senior center staff or a volunteer to be SHICK trained and provide SHICK counseling to senior center participants as needed.
- 5) The senior center will have adequate space for the following:
  - a) Social and companionship activities; and
  - b) Separate privacy area for the purpose of counseling or meetings.

- 6) The senior center should work to recruit volunteers to expand the services and activities with an emphasis on additional senior center "Goals and Objectives" which expand senior center programs and roles in the community.
- 7) The senior center should expend the funds as outlined in the budget to accomplish the goals of the program.

**NOTE:** ANY ACTIVITY THAT IS INTRODUCED AS A NEW ACTIVITY WILL BE COUNTED AS A NEW ACTIVITY. WHEN THAT ACTIVITY BECOMES A REGULAR ACTIVITY, IT THEN WILL BECOME A PART OF THE BASELINE CATEGORY.

SEDGWICK COUNTY DEPARTMENT OF AGING & DISABILITIES & DISABILITIES WILL OFFER TECHNICAL ASSISTANCE TO SENIOR CENTERS UPON REQUEST IN AN EFFORT TO MAXIMIZE EACH SENIOR CENTER'S POTENTIAL FOR IMPLEMENTING SUCCESSFUL NEW PROGRAMS.

C. OUTCOMES:

1. Seventy-five percent (75%) of participants will express that through their involvement with the senior center they have increased their level of activity and increased or changed their knowledge, skills or behavior.

**[remainder of this page intentionally left blank]**

### Specific Senior Center Goals, Objectives & Outcomes

Goal:

To sustain and improve social opportunities to remain connected to the community.

Objective:

Provide at least four community meals a year to 20 unduplicated seniors.

Outcome:

Eighty percent (80%) of the participants participating in the meals will indicate that social opportunities have been maintained or improved as a result.

Goal:

To improve participation in activities that promote socialization.

Objective:

Add two fun changes per month to socialization opportunities (e.g. add food or music to activities).

Outcome:

Attendance at these programs will increase by ten percent (10%) in 2025.

# STAFF REPORT

**DATE: 01/15/2025**

**TO: Bel Aire City Council**

**FROM: Paula Downs**

**RE: Agenda**

## STAFF COMMUNICATION

FOR MEETING OF	1/21/25
CITY COUNCIL	
INFORMATION ONLY	

### SUMMARY:

#### **ZON-24-02 Proposed rezoning from C-1 Neighborhood Commercial, Office and Retail, to R-5 Garden and Patio Homes, Townhouses and Condominiums Uses (Skyview at Webb Addition)**

The city placed an ad in the Ark Valley Newspaper as required by the city code. The affidavit of publication is in the packet. The rezoning process required notification of surrounding property owners.

The city review of the application, site exhibit, and zoning change notification map is in your packet.

The Planning Commission reviewed and approved the zoning change at their December 12, 2024 regularly scheduled meeting.

### **History**

The property was zoned AG Agricultural until 2021. On June 10, 2021, the Planning Commission supported a zone change from Ag- Agricultural to C-1 Neighborhood Commercial. Ordinance No. 672 was approved and filed with the Register of Deeds Office on July 19, 2021.

### **Discussion/Review Criteria**

#### **1. Character of the neighborhood**

The adjacent single-family lots to the west are approximately 7,500 square feet. The two-family lots to the north are approximately 9,000 square feet. The C-1 Commercial property to the south is currently developed as a self-storage facility, and the C-1 Commercial to the east is currently undeveloped. The zoning change will not change the character of the neighborhood.

## **2. Zoning and uses of nearby properties**

North- R-5 Residential 5

East- C-1 Commercial 1 and M-1 Manufacturing (across Webb Rd.)

South- C-1 Commercial 1

West- R-5 Residential 5

## **3. Suitability of the subject property for the uses to which it has been restricted**

The property is currently zoned C-1 Commercial and is directly abutted by residential uses both to the north and west. The R-5 zoning change is a suitable use for the property.

## **4. Extent to which removal of the restrictions will detrimentally affect nearby property**

No detrimental impact is anticipated based on the current zoning and uses of adjacent property. Attention should be given to the residential uses directly abutting the C-1 Commercial along Webb Rd. A screening wall currently exists along the south property line separating the existing self-storage facility from the subject property.

## **5. Length of time the property has been vacant as zoned**

The subject property was rezoned from AG – Agricultural to C-1 Neighborhood Commercial in 2021 and has remained vacant until now.

## **6. Relative gain to the public health, safety, and welfare as compared to the loss in value or the hardship imposed upon the applicant**

The proposed single-family zoning is consistent with the development pattern both west and north of the subject property. No detrimental impacts on the existing commercial use south of the subject property or to the undeveloped commercial property east is expected.

**7. Conformance of the requested change to the adopted or recognized master plan being utilized by the city**

The 2018 Master Growth Plan sets forth the property as Mixed Use/Local Commercial and Residential Medium Density with the west portion in the Future Park Service Area. The R-5 Zoning conforms to the master plan.

**8. Impact of the proposed development on community facilities**

Public sanitary sewer and potable water is available to the site. The site accesses Webb Road which is functionally classified as an arterial roadway and is currently a paved four-lane section. No detrimental impact is anticipated but will be fully assessed in the platting process.

**9. Opposition or support of neighborhood residents (one factor to be considered and by itself is not sufficient reason to approve or deny a request)**

City staff has not received any comments from neighborhood residents.

**10. Recommendations of permanent staff**

Staff recommends approval with the following condition: Dedication of right-of-way along Webb Rd. in conformance with Subdivision Regulations related to required arterial right-of-way widths.

(Published at [www.belaireks.gov](http://www.belaireks.gov) on January, \_\_\_\_\_, 2025.)

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING THE RECOMMENDATION OF THE BEL  
AIRE PLANNING COMMISSION RECOMMENDING CHANGING THE  
ZONING DISTRICT OF CERTAIN LANDS LOCATED WITHIN THE  
CORPORATE CITY LIMITS OF THE CITY OF BEL AIRE, KANSAS  
UNDER THE AUTHORITY GRANTED BY THE ZONING REGULATIONS  
OF THE CITY.**

WHEREAS, the Governing Body of the City of Bel Aire, Kansas (the "City") has received a recommendation from the Bel Aire Planning Commission for Case No. ZON-24-02; and

WHEREAS, the Governing Body finds proper notice was given and a public hearing was held for Case No. ZON-24-02 on December 12, 2024, all as provided by law and under authority and subject to the provisions of the Zoning Regulations of the City.

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE,  
KANSAS:**

SECTION 1. The Governing Body adopts the recommendation of the Bel Aire Planning Commission and approves the zone change request from C-1 Neighborhood Commercial, Office and Retail, to R-5 Garden and Patio Homes, Townhouses and Condominiums Uses (Skyview at Webb Addition.)

**Legal Description**

The North 882.0 feet of the East 1,235.00 feet of the South Half of the Northeast Quarter of Section 20, Township 26 South, Range 2 East, of the Sixth Principal Meridian, Bel Aire, Sedgwick County, Kansas, EXCEPT the East 344.94 feet thereof.

**General Description**

41 ¼ mile South of East 53<sup>rd</sup> Street North and North Webb Road, on the West side,  
42 Bel Aire, Sedgwick County, Kansas  
43  
44

45 The zone change request is subject to the following condition, and such condition shall  
46 supersede any portion of the application in conflict therewith:

- 47 1. Dedication of right-of-way along Webb Road in conformance with Subdivision  
48 Regulations related to required arterial right-of-way widths.  
49

50 SECTION 2. This Ordinance shall take effect and be in force from and after its  
51 adoption by the Governing Body of the City, approval by the Mayor, and publication once  
52 in the official city newspaper.  
53

54 SECTION 3. The City Clerk will file this Ordinance with the Sedgwick County  
55 Register of Deeds.  
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58 *[Remainder of this page intentionally left blank]*  
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PASSED, ADOPTED, AND APPROVED by the Governing Body of the City of Bel  
Aire, Kansas on this \_\_\_\_\_ day of January, 2025.

CITY OF BELAIRE, KANSAS

\_\_\_\_\_  
Jim Benage, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Krehbiel, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Maria A. Schrock, City Attorney

(Published once in Ark Valley News on November 21, 2024.)

## OFFICIAL NOTICE OF ZONING HEARING

### TO WHOM IT MAY CONCERN AND TO ALL PERSONS INTERESTED:

Notice is Hereby Given that on December 12, 2024, the City of Bel Aire Planning Commission will consider the following Zoning hearing in the order placed on the agenda after 6:30 p.m. in the City Council Chamber at City Hall in Bel Aire, Kansas:

**ZON-24-02.** Skyview at Webb Addition proposed zoning approximately 18.75+/- acres zoned C-1 to R-5.

**Legal Description:** (A complete legal description is available for public inspection which is on file with the Zoning Administrator at City Hall.)

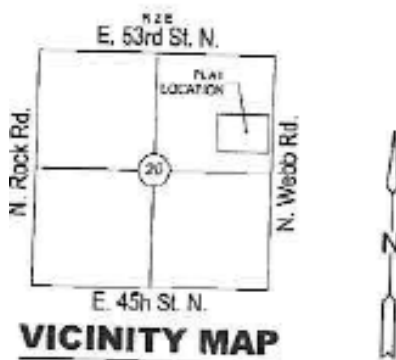
**General Location:** ¼ mile South of E. 53<sup>rd</sup> St. No. and N. Webb Rd. on the west side

You may appear at this time either in person or by agent or attorney, if you so desire, and be heard on the matter. After hearing the views and wishes of all the persons interested in the case, the Planning Commission may close the hearing and consider a recommendation to the Governing Body, which, if approved under the City Zoning and Sub- Division regulations, would be effectuated by city code. The public hearing may be recessed and continued from time to time without notice.

**DATED** this 19 day of November 2024.

/s/ Paula L. Downs

Bel Aire Planning Commission Secretary



**APPLICATION**

This form **MUST** be completed and filed at City Hall, Bel Aire, Kansas, 6751 E Central Park, Bel Aire, Kansas 67226. **AN INCOMPLETE APPLICATION CANNOT BE ACCEPTED.** Check the appropriate box below for type of application being submitted. A separate application and filing fee is required for each application. A preapplication conference with City Staff is recommended before filing this application.

- ☒ Change Zoning Districts: From: C-1 to R-5
- ☐ Amendments to Change Zoning Districts \_\_\_\_\_

**City of Bel Aire Planning Commission**

☐ Approved ☐ Rejected

Name of owner New Holland Capital, LLC Attn: Isaiah J. Ast

Address 1645 S. West St. Wichita, KS 67213-1101 Telephone 316.942.0019

Agent representing the owner MKEC Engineering, Inc. Attn: Brian Lindebak

Address 411 N. Webb Rd. Wichita, KS 67206-2521 Telephone 316.684.9600

1. The application area is legally described as Lot(s) See attached; Block(s) \_\_\_\_\_, \_\_\_\_\_ Addition, Bel Aire, Kansas. If appropriate, a metes and bounds description may be attached.

2. The application area contains 24 acres.

3. This property is located at (address) No address which is generally located at (relation to nearest streets) 1/4 mile south of E. 53rd St. N. and N. Webb Rd. on the W side.

4. The particular reason for seeking reclassification:

In association with Skyview at Webb Addition -

The property was rezoned on Sept. 19, 2021 to C-1. We wish to down zone the western 18.75 acres to allow for a residential development having R-5 zoning uses.

5. County control number: 30018004

6. NAMES OF OWNERS - For land inside the city limits, an ownership list of the names, addresses and zip codes of the owners of record of real property located within 200 feet of the exterior boundary of the area described in the application both within the city limits and extending outside the city limits when necessary.

If such area is located adjacent to but within the city limits, the ownership list, in addition to the 200 feet inside the city limits, shall provide similar information extending to 1,000 feet into the unincorporated area.

If such area is located outside the city limits, the ownership list shall extend for 1,000 feet in the unincorporated area and, if the latter extends into the city limits, then such owners for 200 feet inside the city must also be included on the list.

The names of the owners of all property included in this application MUST be listed as applicants. Contract purchasers, lessees or other directly associated with the property may also be listed if they desire to be advised of the proceedings.

1. Applicant New Holland Capital, LLC Attn: Isaiah J. Ast Phone 316.942.0019  
Address 1645 S. West St. Wichita, KS 67213-1101 Zip Code 67213-1101

Agent MKEC Engineering, Inc. Attn: Brian Lindebak Phone 316.684.9600  
Address 411 N. Webb Rd. Wichita, KS 67206-2521 Zip Code 67206-2521

2. Applicant \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_ Zip Code \_\_\_\_\_

Agent \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_ Zip Code \_\_\_\_\_

3. Applicant \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_ Zip Code \_\_\_\_\_

Agent \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_ Zip Code \_\_\_\_\_

The applicant certifies that the foregoing information is true and correct to the best of their knowledge and acknowledges that the Governing Body shall have authority to impose such conditions as it deems necessary in order to serve the public interest and welfare.



Applicant's Signature

Isaiah J. Ast

BY

Authorized Agent (If Any)

The Petition must bear the signature(s) of the property owner(s). If an authorized agent signs on the owner's behalf, the agent shall sign his own name and attach the owner's written notarized authorization to this application.

**DESCRIPTION OF  
Bel Aire, Kansas  
ZONE CHANGE C-1 to R-5**

***R-5 Zone Change Parcel***

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The North 882.00 feet of the East 1,235.00 feet of the South Half of the Northeast Quarter of Section 20, Township 26 South, Range 2 East, of the Sixth Principal Meridian, Bel Aire, Sedgwick County, Kansas, EXCEPT the East 344.94 feet thereof.

R-5 Zone Change Parcel CONTAINS: 785,268 sq. ft. or 18.02 acres more or less.



We hereby certify the foregoing to be a true and correct list of the property owners of the herein before described tracts and lots within a 200 foot radius of:

**The North 882.00 feet of the East 1,235.00 feet of the South Half of the Northeast Quarter of Section 20, Township 26 South, Range 2 East, of the Sixth Principal Meridian, Bel Aire, Sedgwick County, Kansas, EXCEPT the East 344.94 feet thereof.**

as shown by the last deed of record filed in the Office of the Register of Deeds, Sedgwick County, Kansas, on the 31st day of October, 2024, at 7:00 A.M.

SECURITY 1<sup>ST</sup> TITLE

By:   
\_\_\_\_\_  
LICENSED ABTRACTER

Order: 3101857-1 Updated  
KJK

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Copyright: nearmap 2015



# WEBB ROAD DEVELOPMENT

## ZONE CHANGE NOTIFICATION MAP

The information presented herein is based on data gathered by MKEC from various public sources. MKEC does not guarantee the accuracy of the data shown. In no event shall MKEC be liable to users of the data presented herein, for any loss or damages, consequential or otherwise, including but not limited to time, or any other loss or damage, arising from the use of the data presented herein, users further agree to hold MKEC harmless from any and all liability of any nature arising out of or resulting from the lack of accuracy or correctness of the data, or the use of the data.



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Copyright: map 2015



09.30.2024

**SITE EXHIBIT**  
**WEBB ROAD DEVELOPMENT**

The information presented herein is based on data gathered by MKEC from various sources. MKEC does not guarantee the accuracy of the data shown. In no event shall MKEC be liable for any loss or damages, consequential or otherwise, including but not limited to the money or goodwill, arising from the use of the information presented herein. Users shall be responsible for the accuracy of the data and for the use of the data.



City of Bel Aire, Kansas  
7651 E. Central Park Ave  
Bel Aire, Kansas 67226



## REZONING REVIEW

Project: Rezoning of land to construct R-5 single-family residential lots.

This report is to document that on 11/25/24 the Zoning Administrator from the City of Bel Aire evaluated the above property plan for compliance of zoning requirements submittal for a hearing:

- |  |  |
|--|--|
| <input type="checkbox"/> SETBACKS                  | <input type="checkbox"/> ELEVATIONS                          |
| <input type="checkbox"/> EFFECTIVE CODE COMPLIANCE | <input checked="" type="checkbox"/> REQUIRED PLAN SUBMITTALS |
| <input type="checkbox"/> EROSION CONTROL           | <input checked="" type="checkbox"/> EASEMENTS                |
| <input type="checkbox"/> LANDSCAPE                 | <input type="checkbox"/> SCREENING                           |
| <input type="checkbox"/> STORM DRAINAGE            | <input checked="" type="checkbox"/> NEIGHBORHOOD IMPACT      |
| <input type="checkbox"/> ADA ACCESSIBLE            | <input type="checkbox"/> UTILITIES TO BUILDING               |

The review of the above property plan has been:

- ☒ APPROVED, as noted
- ☐ DELAYED, as noted
- ☐ DENIED, as noted

DATE 11/25/24

Paula L. Downs  
REVIEWED BY

The City received the application, site exhibit, zone notification map, and ownership list, for Re-zoning from C-1 to R-5. Preliminary Plat process will be part of another application process.

No comments to date have been received from surrounding property owners.

- The proposed single-family zoning is consistent with the development pattern both west and north of the subject property. No detrimental impacts on the existing commercial use south of the subject property or to the undeveloped commercial property east is expected.
- Staff recommends approval with the following conditions:
  - Dedication of right-of-way along Webb Rd. in conformance with Subdivision Regulations related to required arterial right-of-way widths.
- Contact Anne Stephens, City Engineer, for any easement and drainage concerns.
- <http://www.belaireks.citycode.net/> is the link to find the requirements for platting and zoning.



# MINUTES PLANNING COMMISSION 7651 E. Central Park Ave, Bel Aire, KS December 12, 2024 6:30 PM



**I. Call to Order:** Chairman Phillip Jordan called the meeting to order at 6:30 p.m.

## **II. Roll Call**

Chairman Phillip Jordan and Commissioners Dee Roths, Deryk Faber, Paul Matzek, and Brian Mackey were present. Commissioner Edgar Salazar was absent.

Also present were City Attorney Maria Schrock, Director of Community Development Paula Downs, and City Engineer Anne Stephens.

## **II. Pledge of Allegiance to the American Flag**

Chairman Jordan led the pledge of allegiance.

## **IV. Consent Agenda**

### **A. Approval of Minutes from Previous Meeting.**

Chairman Jordan shared typographical errors in the spelling of his first name and that it was requested for the reference of “Chairperson” be replaced with “Chairman” throughout the minutes. Staff acknowledged the errors and minutes for signature were updated.

**MOTION:** Chairman Jordan moved to approve the minutes of November 14, 2024. Commissioner Roths seconded the motion. *Motion carried 5-0.*

**V. Announcement:** Welcome of new Planning Commissioner Brian Mackey. John Charleston has resigned, and Mayor Benage is in the process of identifying a new member to the Commission.

## **VI. Old Business/New Business**

### **A. PUD-24-04- Proposed Final PUD containing approved duplexes to be converted townhouses with zero interior lot lines on a reduced lot size in an R-4 zoning district as built (Chapel Landing Phase 2).**

Chairman Jordan announced the item and reviewed ground rules for public hearings. Before proceeding with the public hearing, he asked the Commission if any member wished to disqualify themselves from participating in the case because they or a relative own property in the area of notification or have conflicts of interest. No one was disqualified.

Chairman Jordan noted that proper notice of this hearing was published at least 20 days before today's hearing date on the City's website and in *The Ark Valley News*. Notices were also mailed to the applicant and all of the real property owners of record listed on the security title, in the area of notification. Chairman Jordan asked if anyone on the Commission had received any ex-parte verbal or written communications prior to this agenda item, which they would like to share. The Commissioners responded that they had not.

City staff gave a brief report on this case and referenced the Commission's information packet for this meeting. City staff noted that this case was heard at the November 14<sup>th</sup> Planning Commission meeting and was tabled for further consideration and for documentation requests made by motion.

Chairman Jordan called upon the applicant to make his/her presentation and any response to the City staff report. Jay Cook, Baughman Company, spoke on behalf of the applicant and stood for questions from the Commission. Mr. Cook asked that the case be sent to the City Council because the applicant does not intend to provide the documents that Planning Commission requested. He stated the reason is because the documents requested are outside the scope of zoning and are not enforceable by the City. He stated that the applicant may be willing to update the PUD to reflect the Commission's recommendation for number of street trees, and update face of the plat to reflect zoning setbacks. Cook stated that the applicant is willing to comply with regulations listed in the subdivision and zoning codes.

Chairman Jordan opened the public comments section. No others requested to speak and the public comments section was closed. Staff confirmed that they had not received any written communications from the public regarding this case.

The Commission then discussed the case.

**MOTION:** Chairman Jordan moved that having considered the evidence at the hearing and the factors to evaluate the application, I move we recommend to the City Council, that the proposed final PUD containing approved duplexes be converted townhouses with zero interior lot lines on a reduced lot size in a R-4 zoning district as built (Chapel Landing Phase 2) in PUD-24-04 be approved with modifications: the 4 modifications under Item 10 on the City recommendations, based on the findings from the review section of the staff report, as recorded in the summary of this hearing, and the following conditions be attached to this recommendation. Commissioner Mackey seconded the motion..

Discussion followed. Commissioners cited their reasons for recommending approval, namely: the recommendation of City Staff; Suitability of the subject property for the uses to which it has been restricted; and Relative gain to the public health, safety, and welfare as compared to the loss in value or the hardship imposed upon the applicant. Chairman Jordan called the question. *Motion carried 5-0*

**B. Review proposed updates to the 2024 Bel Aire Zoning Map- (supermajority (5) required for approval).**

City staff provided a brief report. Chairman Jordan opened the public hearing. No one spoke, and the public comments section was closed.

**MOTION:** Commissioner Roths moved to recommend the proposed zoning map changes as presented by this Planning Commission. Commissioner Faber seconded the motion. *Motion carried 5-0.*

**C. SD-24-03- Proposed final platting R-5 and R-6 single and multi-family uses, and to include C-1 commercial as zoned (Spring Pines Subdivision, previously Homestead at Spring)**

Staff stated that contrary to the written staff report, they now recommend unconditional approval of the plat.

The agent for the applicant, Will Clevenger, Garver, stood for questions from the Commission.

Chairman Jordan asked the Commission if any member wished to disqualify themselves from participating in the case because they or a relative own property in the area of notification or have conflicts of interest. No one was disqualified. Chairman Jordan noted that proper notice of this hearing was published at least 20 days before today's hearing date on the City's website and in *The Ark Valley News*. Notices were also mailed to the applicant and all of the real property owners of record listed on the security title, in the area of notification. Chairman Jordan asked if anyone on the Commission had received any ex-parte verbal or written communications prior to this agenda item, which they would like to share. The Commissioners responded that they had not.

Chairman Jordan then opened the public hearing. No one spoke. The public hearing was then closed and Chairman Jordan stated he would entertain a motion.

**MOTION:** Commissioner Faber moved to recommend approval of the final plat of SD-24-03 as presented. Chairman Jordan seconded the motion. *Motion carried 5-0.*

**D. ZON-24-02- Proposed rezoning from C-1 Neighborhood commercial, office and retail, to R-5 garden and patio homes, townhouses and condominiums uses (Skyview at Webb Addition).**

Staff recommended one change: the Dedication of right-of-way along Webb Road in conformance with the subdivision regulations relating to arterial roads.

Brian Lindebak, MKEC, represented the applicant and stood for questions from the Commission. Chairman Jordan opened the public hearing. No one spoke, so the public hearing was closed.

Chairman Jordan asked the Commission if any member wished to disqualify themselves from participating in the case because they or a relative own property in the area of notification or have conflicts of interest. No one was disqualified. Chairman Jordan noted that proper notice of this hearing was published at least 20 days before today's hearing date on the City's website and in *The Ark Valley News*. Notices were also mailed to the applicant and all of the real property owners of record listed on the security title, in the area of notification. Chairman Jordan asked if anyone on the Commission had received any ex-parte verbal or

written communications prior to this agenda item, which they would like to share. The Commissioners responded that they had not.

The Commission then discussed the application in relation to the Golden Factors and the City’s Zoning Code. In support of recommending approval, Commissioners cited the zoning and uses of nearby properties, the recommendation of permanent staff, Suitability of the subject property for the uses to which it has been restricted, and the length of time the property has been vacant.

**MOTION:** Chairman Jordan moved that Proposed rezoning from C-1 Neighborhood commercial, office and retail, to R-5 garden and patio homes, townhouses and condominiums uses (Skyview at Webb Addition) be approved as presented with condition of the dedication of right-of-way along Webb Rd in conformance with subdivision regulations related to required arterial right-of-way widths. Commissioner Faber seconded the motion. *Motion carried 5-0.*

**E. SD-24-04- Proposed platting R-5 garden and patio homes, townhouse and condominiums uses (Skyview at Webb Addition).**

Brian Lindebak, MKEC, represented the applicant and stood for questions from the Commission. Chairman Jordan opened the public hearing. No one spoke, so the public hearing was closed.

**MOTION:** Commissioner Faber moved to approve the rezoning application as presented and Commissioner Mackey seconded the motion. *Motion carried 5-0.*

**VII. Approval of the Next Meeting Date.**

**MOTION:** Chairman Jordan to approve the date of the next meeting: January 9, 2025 at 6:30 p.m. Commissioner Faber seconded the motion. *Motion carried 5-0.*

**VIII. Current Events**

- A. Upcoming Agenda Items:** No upcoming items were mentioned.
- B. Upcoming Events:**
  - Saturday, December 7, Christmas in Bel Aire at Bel Aire City Hall, 5:30 – 7:30 p.m.
  - City Hall will be closed on December 23 – 24, 2024 and January 1, 2025

**IX. Adjournment**

**MOTION:** Chairman Jordan moved to adjourn. Commissioner Matzek seconded the motion. *Motion carried 5-0.*

Approved by the Bel Aire Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Phillip Jordan, Chairman

January 17, 2025

City of Bel Aire, Kansas  
7651 E. Central Park Ave.,  
Bel Aire, KS 67226

Security Bank of Kansas City  
Corporate Trust Department  
701 Minnesota Avenue, Suite 206  
P.O. Box 171297  
Kansas City, Kansas 66117

Re: City of Bel Aire, Kansas  
Taxable Industrial Revenue Bonds, Series 2024  
(Bayside Development Project) (the “Bonds”)

Ladies and Gentlemen:

The Bonds maturing on December 31, 2034 in the aggregate principal amount not to exceed \$12,535,000 are subject to redemption at any time upon our instructions to you.

Bayside Development LLC instructs you to call for redemption all outstanding Bonds on the date of sale of the Project, and as sole bondowner of the Bonds, the undersigned waives any notice of such redemption as may be required by Article III of the Trust Indenture dated as of December 1, 2024 authorizing and securing the Bonds.

We further advise that Bayside Development LLC elects to exercise its option to purchase the Project as described in *Section 17.1* of the Lease dated as of December 1, 2024 between the City of Bel Aire, Kansas, as Issuer, and Bayside Development LLC, as Tenant, as authorized by Ordinance No. 727 of the Issuer. Closing is proposed to be on the date of sale of the Project.

Very truly yours,

BAYSIDE DEVELOPMENT LLC

By: \_\_\_\_\_  
Name: Michael Le  
Title: Member

## BONDHOLDER CONSENT TO REDEMPTION

Re: City of Bel Aire, Kansas  
Taxable Industrial Revenue Bonds, Series 2024  
(Bayside Development Project) (the “Bonds”)

The undersigned, being a duly authorized representative of Bayside Development LLC, the sole owner of 100% of the outstanding principal amount of the referenced Bonds, consents to the redemption and payment of all outstanding Bonds on the date of sale of the Project, at the redemption price set forth in the Trust Indenture dated as of December 1, 2024 (the “Indenture”) authorizing and securing the Bonds, and waives any notice of such redemption as may be required by the Indenture.

Dated: January \_\_, 2025

**BAYSIDE DEVELOPMENT LLC**

By: \_\_\_\_\_  
Name: Michael Le  
Title: Member

**BONDHOLDER’S RECEIPT**

Re: City of Bel Aire, Kansas  
Taxable Industrial Revenue Bonds, Series 2024  
(Bayside Development Project) (the “Bonds”)

The undersigned, being a duly authorized representative of Bayside Development LLC, the sole owner of 100% the outstanding principal amount of the referenced Bonds, acknowledges payment of all outstanding principal and interest due on the Bonds on the date of sale of the Project (the “Redemption Date”), as well as actual payment of all interest and premium due on the Bonds prior to the Redemption Date, and acknowledges full receipt of all payments due with respect to the Bonds and full satisfaction of all obligations of the City of Bel Aire, Kansas, as issuer of the Bonds, with respect thereto, as well as the obligations of any guarantors of principal and interest on the Bonds with respect thereto.

The undersigned surrenders Bond certificate numbered R-1 and requests that such certificate be cancelled upon the books and records of Security Bank of Kansas City, as Trustee.

Dated: January \_\_\_\_, 2025

**BAYSIDE DEVELOPMENT LLC**

By: \_\_\_\_\_  
Name: Michael Le  
Title: Member

Gilmore & Bell, P.C.  
01/17/2025

**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF BEL AIRE, KANSAS  
HELD ON JANUARY 21, 2025**

The governing body met in regular session at the usual meeting place in the city on January 21, 2025, at 7:00 p.m., the following members being present and participating, to wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

\* \* \* \* \*

(Other Proceedings)

Thereupon, there was presented a Resolution entitled:

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF BEL AIRE,  
KANSAS AUTHORIZING THE REDEMPTION AND PAYMENT OF ITS  
TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2024, (BAYSIDE  
DEVELOPMENT PROJECT) AND THE SALE AND CONVEYANCE OF  
CERTAIN PROPERTY TO BAYSIDE DEVELOPMENT LLC**

Thereupon, Councilmember \_\_\_\_\_ moved that the Resolution be adopted. The motion was seconded by Councilmember \_\_\_\_\_. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the governing body, the vote being as follows:

Aye: \_\_\_\_\_.

Nay: \_\_\_\_\_.

Thereupon, the Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. \_\_\_\_\_ and was signed by the Mayor and attested by the Clerk.

\* \* \* \* \*

(Other Proceedings)

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

On motion duly made, seconded and carried, the meeting hereupon adjourned.

**CERTIFICATE**

I certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Bel Aire, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

[SEAL]

---

Clerk

Gilmore & Bell, P.C.  
01/17/2025

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS AUTHORIZING THE REDEMPTION AND PAYMENT OF ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2024, (BAYSIDE DEVELOPMENT PROJECT) AND THE SALE AND CONVEYANCE OF CERTAIN PROPERTY TO BAYSIDE DEVELOPMENT LLC**

**WHEREAS**, pursuant to Ordinance No. 727 and the Trust Indenture dated as of December 1, 2024, the City of Bel Aire, Kansas (the "Issuer") has previously issued its Taxable Industrial Revenue Bonds, Series 2024 (Bayside Development Project) in the original aggregate principal amount of \$12,535,000 (the "Bonds") to finance the cost of acquiring, constructing and equipping a facility to be used for commercial purposes (the "Project") and leased to Bayside Development LLC, a Kansas limited liability company (the "Tenant"), pursuant to a Lease dated as of December 1, 2024 between the City and the Tenant (the "Lease"); and

**WHEREAS**, the Tenant desires to provide for the immediate payment of all outstanding Bonds, the redemption premium and interest thereon accruing on the date of sale of the Project (the "Redemption Date"), by surrendering the Bonds for cancellation by Security Bank of Kansas City, Kansas City, Kansas, as Trustee (the "Trustee") for the Bonds; and

**WHEREAS**, the Tenant has provided the Trustee written notice to redeem all outstanding Bonds on the Redemption Date, and as sole bondowner, the Tenant have waived all notice for the redemption of the Bonds; and

**WHEREAS**, the Tenant desires to exercise its option to purchase the Project under *Section 17.1* of the Lease and is not in default under the Lease; and

**WHEREAS**, the Tenant has provided the Issuer written notice of its intent to exercise its option to purchase the Project on the Redemption Date;

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS:**

**Section 1.** The Mayor and Clerk are authorized and directed to execute and deliver a bill of sale and a release of lease, in substantially the forms submitted to the Governing Body concurrently with the adoption of this Resolution. The Clerk is directed to deliver the executed bill of sale and a release of lease to the Trustee for delivery to the Tenant upon surrender of the Bonds for cancellation as specified in the Lease and provide for the redemption of the outstanding Bonds on the Redemption Date.

**Section 2.** The Mayor and Clerk are further authorized and directed to sign such other instruments and certificates as shall be necessary and desirable in connection with this Resolution and are further authorized to take such further actions as may be necessary to accomplish the purposes of this Resolution.

**Section 3.** The Trustee is directed to take all action necessary to accomplish the purpose of this Resolution including providing for notice of redemption of the outstanding Bonds in accordance with the requirements of the Trust Indenture dated December 1, 2024 authorizing and securing the Bonds.

**ADOPTED** by the governing body of the City of Bel Aire, Kansas on January 21, 2025.

CITY OF BEL AIRE, KANSAS

\_\_\_\_\_  
Mayor

[SEAL]

Attest:

By: \_\_\_\_\_  
Clerk

## BILL OF SALE

In furtherance of the terms of a certain Lease dated as of December 1, 2024 between the City of Bel Aire, Kansas, as Assignor, and Bayside Development LLC, a Kansas limited liability company, as Assignee, and for valuable consideration, Assignor transfers, assigns and conveys to Assignee, all personal property purchased with the proceeds of the City of Bel Aire, Kansas, Taxable Industrial Revenue Bonds, Series 2024 (Bayside Development Project).

[SEAL]

ATTEST:

**CITY OF BEL AIRE, KANSAS**

a municipal corporation

Melissa Krehbiel, Clerk

Jim Benage, Mayor

STATE OF KANSAS )  
 ) SS:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of January, 2025 by Jim Benage, Mayor, and Melissa Krehbiel, Clerk, of the City of Bel Aire, Kansas, on behalf of the city.

[SEAL]

Notary Public

My appointment expires:

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RELEASE OF LEASE

**WHEREAS**, the City of Bel Aire, Kansas (the "Issuer") has entered into a Site Lease dated as of December 1, 2024 (the "Site Lease") and a Project Lease dated as of December 1, 2024 (the "Project Lease") between the Issuer and Bayside Development LLC, a Kansas limited liability company (the "Tenant"); and

**WHEREAS**, the Issuer assigned its interest in the Project Lease to Security Bank of Kansas City, Kansas City, Kansas, acting as Trustee for the Issuer and others for the purpose of enforcement of the Tenant's covenants under the Project Lease; and

**WHEREAS**, the Tenant has exercised its option to purchase the facility described in the Project Lease (the "Project") from the Issuer; and

**WHEREAS**, all of the Tenant's obligations to the Issuer under the Site Lease and Project Lease have been satisfied;

**THEREFORE**, the property described in the attached *Schedule I* is released from any claim of the Issuer and the Trustee under the Site Lease and Project Lease as of the date of sale of the Project by the Tenant.

CITY OF BEL AIRE, KANSAS

By: \_\_\_\_\_  
Jim Benage, Mayor

[SEAL]

ATTEST:

By : \_\_\_\_\_  
Melissa Krehbiel, Clerk

## ACKNOWLEDGMENT

STATE OF KANSAS )  
 ) SS:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of January, 2025 by Jim Benage, Mayor, and Melissa Krehbiel, Clerk, of the City of Bel Aire, Kansas, on behalf of the city.

[SEAL]

By: \_\_\_\_\_  
Notary Public

My appointment expires:\_\_\_\_\_

Security Bank of Kansas City  
Kansas City, Kansas

By: \_\_\_\_\_  
Name: Bonnie Mosher  
Title: Vice President

STATE OF KANSAS            )  
  ) SS:  
COUNTY OF SEDGWICK    )

This instrument was acknowledged before me this \_\_\_\_ day of January, 2025 by Bonnie Mosher as Vice President and trust officer of the Security Bank of Kansas City, Kansas City, Kansas, a state banking association or corporation.

[SEAL]

\_\_\_\_\_  
Notary Public

My appointment expires: \_\_\_\_\_  
Date

**SCHEDULE I**

**PROPERTY SUBJECT TO LEASE**

(A) A leasehold interest in the following described real estate located in Sedgwick County, Kansas:

Lot 7, Block 1, Sunflower Commerce Park 3<sup>rd</sup> Addition, in the City of Bel Aire, Kansas,  
Sedgwick County, Kansas

the real property constituting the “Real Property” as referred to in the Project Lease, subject to Permitted Encumbrances.

(B) The buildings, improvements, equipment, fixtures and personal property now or hereafter acquired, constructed, or installed on the Real Property and financed or refinanced with proceeds of the Bonds.

The property described in paragraphs (A) and (B) of this *Schedule I*, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of *Sections 10.3* and *10.4* of the Project Lease, constitute the “Project” as referred to in both the Project Lease and the Trust Indenture.

**TRUSTEE'S RECEIPT AND CERTIFICATION**

Re: City of Bel Aire, Kansas  
Bayside Development Project Revenue Bonds, Series 2024  
(Bayside Development Project) (the "Bonds")

The undersigned, on behalf of Security Bank of Kansas City, Kansas City, Kansas, as Trustee with respect to the referenced Bonds, certifies that as of the date hereof, the Trustee has received and cancelled Bond certificate No. R-1 upon the books and records of the Trustee. As of the date hereof, no Bonds remain outstanding under the Trust Indenture dated December 1, 2024 authorizing and securing the Bonds, and all fees and expenses of the Trustee in connection with such Bonds have been paid in full.

Dated: January, \_\_, 2025

Security Bank of Kansas City  
Kansas City, Kansas

By: \_\_\_\_\_  
Name: Bonnie Mosher  
Title: Vice President

City of Bel Aire, Kansas

## STAFF REPORT

DATE: January 14, 2025,  
 TO: Ted Henry, City Manager & Bel Aire Governing Body  
 FROM: Brian Hayes, Recreation Director  
 RE: December Activities

---

### Recreation

- Youth Basketball games began on December 14<sup>th</sup>. This season there are 103 players on 17 teams compared to 102 last year. We partner with Valley Center Rec in 3<sup>rd</sup>-6<sup>th</sup> grade boys & girls divisions and play coed in a 1<sup>st</sup>-2<sup>nd</sup> grade Bel Aire division. Games run through February 22<sup>nd</sup>.
- Pickleball participation was up with 325 compared 248 last month.
- December Taekwondo participation was down with 11 compared to 18 in November.
- Exercise classes were steady with 20 participants.
- Drop-in use was up with 549 sign-ins compared to 450 in November.
- Rec Staff is in the process of partnering with Wichita Gymnastics to offer beginner tumbling classes at the Rec Center. An agreement is being drafted and will be presented to the governing body in February.
- Baseball/Softball infield work began in December. Three truckloads of Red Shale were added to the infields. Infield work will continue as weather allows in order to be completed by March when practices begin. Plans to repair winterkilled Bermudagrass are also being revisited.
- Upcoming Rec programs include Indoor Soccer, Heights Baseball/Softball, & Spring Camp.

### Seniors

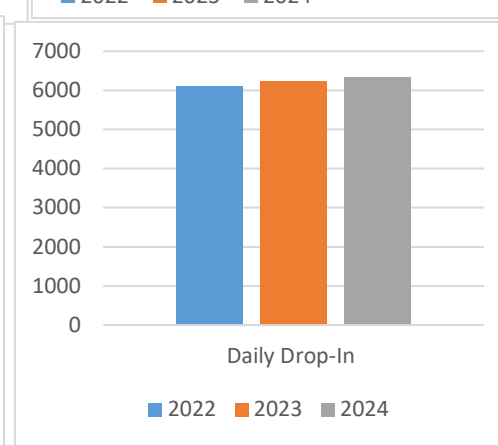
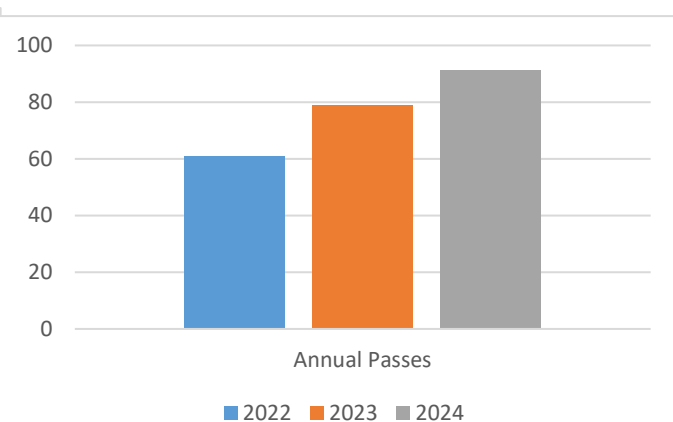
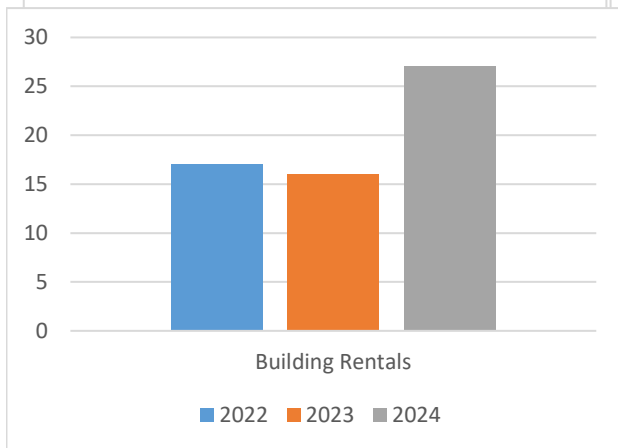
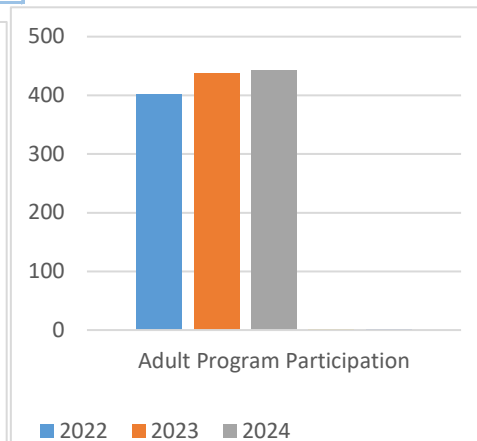
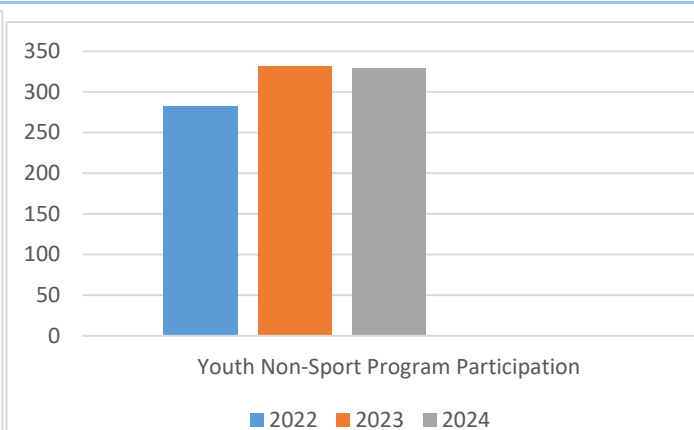
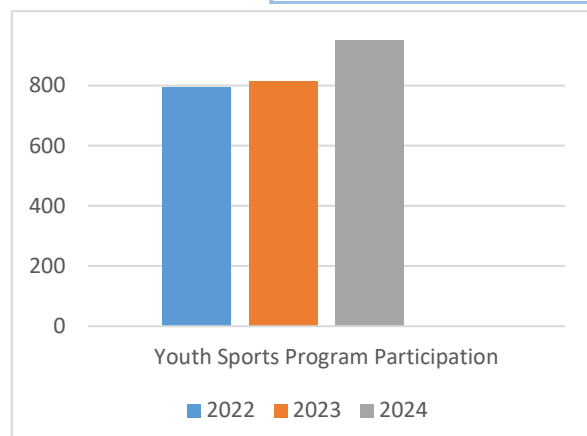
- 791 seniors signed in for Medicare Counseling, cards, line & folk dance, book club, exercise, sewing, walking, educational, & special activities compared to 711 in November.
- December programs included Medicare Counseling (*Sedgwick County funding requirement*), Holiday Dinner and Singo, an outing to Prairie Rose Chuckwagon, and several Holiday activities. In all there were 15 ongoing activities, 6 special activities, and 2 educational sessions offered.
- Bel Aire again exceeded the Sedgwick County annual funding requirements. The 2025 county funding contract has been reviewed by city staff & counsel and is on the next council agenda.
- Upcoming Senior activities include an AARP Scam/Fraud presentation as well as the many ongoing baseline programs, games, crafts, and communications.

### Christmas in Bel Aire

- This year's event was held on December 6<sup>th</sup>. Hundreds came out and visited with Santa, made ornaments, decorated cookies & enjoyed other treats. The light show is always a success! A big thanks to the Chamber of Commerce, Lions Club and all the sponsors for making this year's event another success.

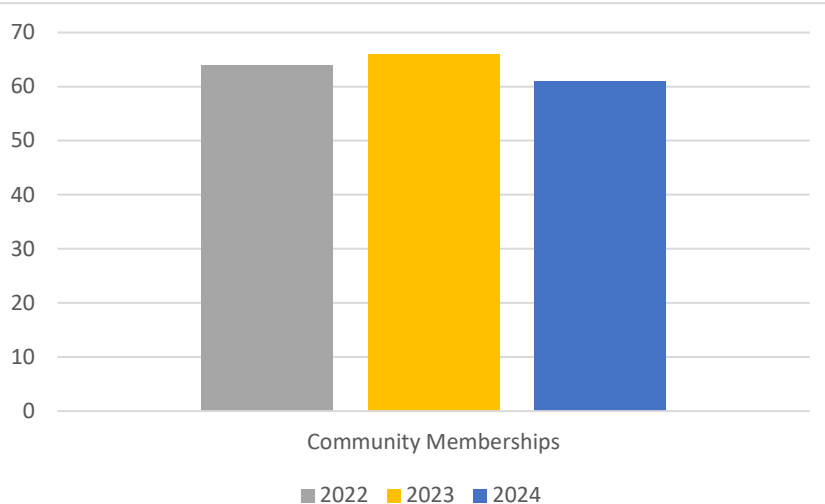
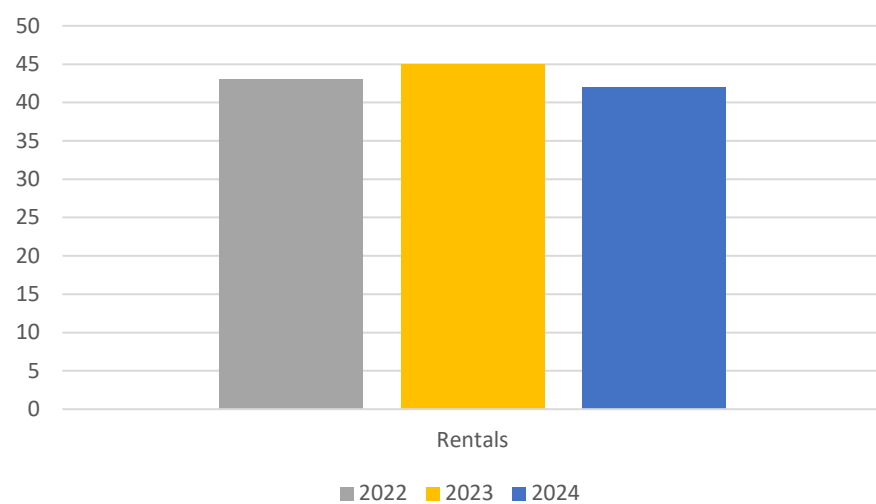
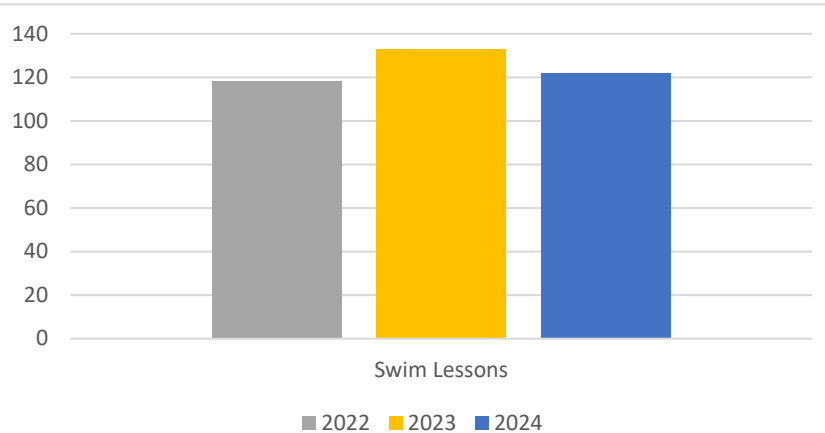
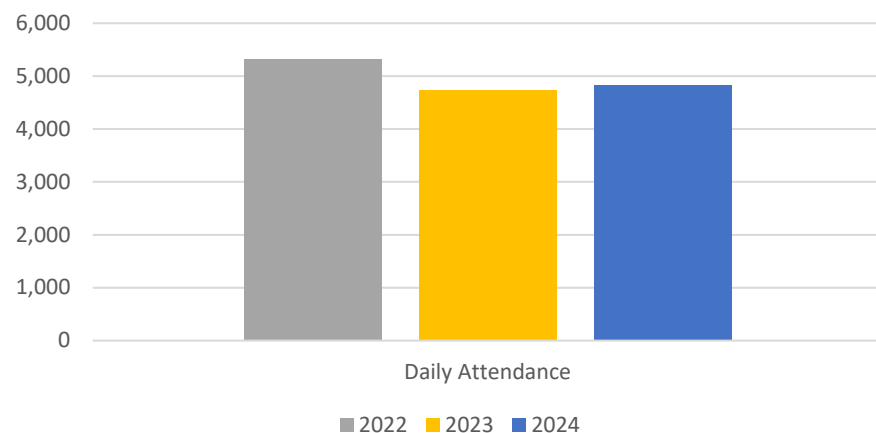
## Bel Aire Recreation

<u>Recreation Participation</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Youth Sports Program Participation	795	816	959
Youth Non-Sport Program Participation	282	332	329
Adult Program Participation	401	437	442
Building Rentals	17	16	27
Annual Passes	61	79	91
Daily Drop-In	6109	6233	6333



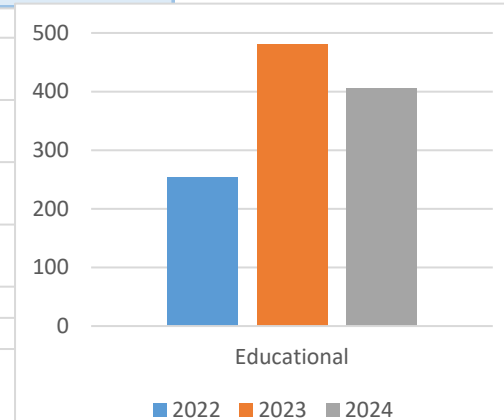
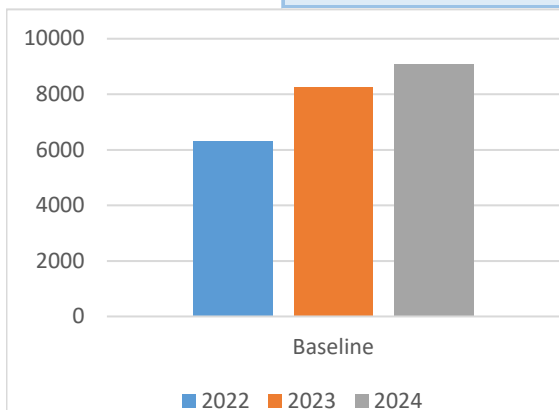
## Central Park Swimming Pool

Pool Participation	2022	2023	2024
Daily Attendance	5,326	4,728	4,837
Swim Lessons	118	133	122
Rentals	43	45	42
Community Memberships	64	66	61

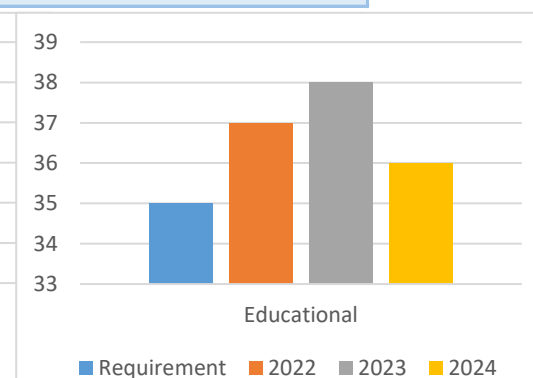
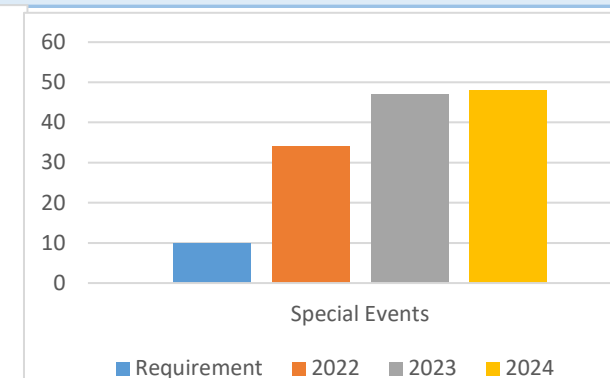
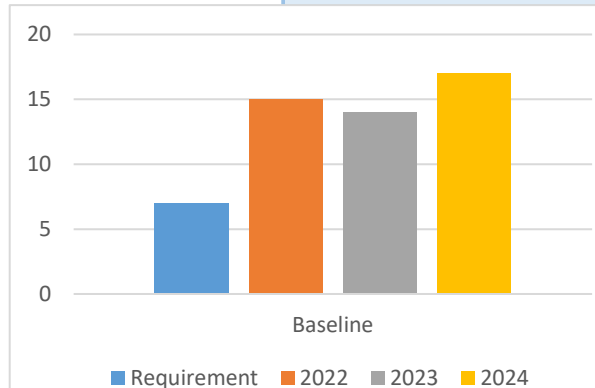


## Bel Aire Seniors

<u>Senior Event Participation</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Baseline	6302	8265	9092
Special Events	631	887	561
Educational	253	481	406



<u>County Required Senior Offerings</u>	<u>Requirement</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Baseline	7	15	14	17
Special Events	10	34	47	48
Educational	35	37	38	36



## MANAGER'S REPORT

**DATE:** January 16, 2025  
**TO:** Mayor Benage and City Council  
**FROM:** Ted Henry, City Manager  
**RE:** January 21, 2025 Agenda



### **Consent Agenda (Item VI)**

In addition to the Minutes of the January 7, 2025 City Council meeting, the Consent agenda contains two appointments and two actions related to the Land Bank.

*Appointments* - Mayor Benage would like to reappoint Hildegard “Hilde” Yops to the Tree Board. If confirmed, Hilde’s term will be effective from March 1, 2025 to March 1, 2027. For a vacancy on the Planning Commission, Mayor Benage would like to appoint Brian Stuart. If confirmed, Brian’s term will be effective from 2/1/2025 to 2/1/2028.

*Land Bank* - The Land Bank will meet just prior to the City Council meeting to approve publication of the annual Inventory Report report, and to accept a transfer from the Land Bank to the City’s General Fund. For the annual Inventory Report, the only action requested of the council is to accept and file the report.

### **Appropriations Ordinance (Item VII)**

This appropriation ordinance encompasses 01/01/2025 through 01/14/2025 expenses and one payroll cycle. Expenditures amounted to \$611,503.07. Of the reported expenses, \$238,153.52 are infrastructure costs for new developments. These costs are paid through special assessments.

### **Chamber Funding Policy 2025 (Item A)**

Aaron Maxwell, President of the Bel Aire Chamber of Commerce, attended the January 7th City Council meeting to provide his annual update on the Chamber’s activities. During his presentation, Mr. Maxwell formally requested \$15,000 in funding for 2025.

In previous years, the Chamber received \$20,000 annually as a grant in both 2022 and 2023. However, the grant amount was reduced to \$15,000 in 2024. For 2025, the City Council’s Funding Policy includes the \$15,000 request, which is outlined in your meeting packet. The 2025 Bel Aire budget has allocated up to \$15,000 as a grant for the Bel Aire Chamber of Commerce.

### **Funding Agreement For Bel Aire Senior Center (Item B)**

The City has been awarded \$18,000.00 from Sedgwick County to fund the Bel Aire Senior Center for 2025. This is the same amount of funding the Senior Center received the last three years. The County grant helps cover part of the expenses for senior programming in Bel Aire. Staff recommends approval of the agreement.

**ZON-24-02, Planning Commission Recommendation for zone change (Item C)**

On November 11, 2024, the Planning Commission reviewed this zoning case. Their recommendation is now presented to the City Council for consideration. If the City Council chooses to accept the Planning Commission's recommendation, the zone change can be implemented through a zoning ordinance.

City Attorney Maria Schrock has prepared a draft ordinance and provided suggested motion language, both of which are included in the Council's information packet. The packet also contains the approved minutes from the Planning Commission meeting, the zoning application, and other relevant documents. Paula Downs will be present at the meeting to provide a presentation and address any questions.

**IRB (Item D)**

The owner of Bayside Development has requested to purchase the bonds associated with their Industrial Revenue Bond (IRB) issuance completed in December 2024. Bayside is in the process of securing a buyer for their new building located in Sunflower Commerce Park. The documents included in your packet will release and cancel the IRBs on Lot 7, contingent upon the sale of the property by Bayside.

**Executive Session (XII)**

Will need one executive session.